

COUNTY OF MILWAUKEE
Inter-Office Communication

DATE: November 16, 2012

TO: Supervisor Marina Dimitrijevic, Chairwoman, Milwaukee County Board of Supervisors

FROM: Jim Sullivan, Director, Department of Child Support Services

SUBJECT: Authorization to execute extension of genetic test contract between Child Support and DNA Diagnostic Center Inc.

The Department of Child Support Services respectfully requests authorization to execute an extension of Child Support's professional services agreement with DNA Diagnostic Center Inc. (DDC) to provide genetic testing services from January 1, 2013, through December 31, 2013.

DISCUSSION

After a competitive bid process in 2008, the Department selected Orchid Cellmark Inc. (Orchid) to provide genetic test services for the price of \$32.25 per person tested, for the period February 1, 2009, through December 31, 2011, with the option of extending such services for two additional one year periods. This agreement received the approval of the Community Business Development Partners, Risk Management, Corporation Counsel, and the County Board, by Resolution 09-51, and that agreement was executed in February of 2009 (attachment #1).

On May 8, 2009, the Department and Orchid, with the approval of Risk Management and Corporation Counsel, entered into an addendum to that contract that modified the Certificate of Insurance provision (attachment #2).

On December 15, 2011, after the Community Business Development Partners, Risk Management, Corporation Counsel approved a one year extension, the Board of Supervisors, by Resolution 11-469, extended the contract for one year (attachment #3).

In late 2011, Orchid was acquired by Laboratory Corporation of America Holdings (LabCorp). As part of that acquisition, LabCorp was required by federal regulatory process to divest Orchid's government paternity testing business to DDC. To maintain uninterrupted genetic testing services, and with the approval of Corporation Counsel, Child Support agreed to release Orchid from its contractual obligations in exchange for DDC taking over those obligations. This agreement was memorialized in a 2012 Assignment and Release (attachment #4).

The original contract is now eligible for its second and final extension.

FISCAL EFFECT

A fiscal note is attached, reflecting no direct county fiscal impact, as execution of this extension was anticipated and included in the 2013 budget.

RECOMMENDATION

The Department recommends that the County Board of Supervisors authorize the Child Support Director to execute a one year extension of this genetic test contract. The extension has been approved by Community Business Development Partners, Risk Management and Corporation Counsel.

Respectfully submitted,



Jim Sullivan, Director
Department of Child Support Enforcement

Electronic copies with attachments to:

Chris Abele, Milwaukee County Executive
Mark Borkowski, Chairman, Judiciary, Safety and General Services Committee
Amber Moreen, Chief of Staff, Milwaukee County Executive's Office
Craig Kammholz, Fiscal & Budget Administrator, Department of Administrative Services
Jennifer Collins, Analyst – County Board
Josh Fudge, Fiscal & Strategic Planning Coordinator – Department of Administrative Services
Janelle Jensen, Committee Clerk – County Board

Attachments

FEB - 5 2009

Adopted
18-0

File No. 09-51
(Journal, February 5, 2009)

(ITEM 4) From Director, Child Support Enforcement, requesting authorization to execute a professional services contract for genetic testing with Orchid Cellmark, Inc., Princeton, New Jersey, effective February 1, 2009 through December 31, 2011, with the ability to execute two one-year extensions, by recommending adoption of the following:

A RESOLUTION

WHEREAS, the Director of Child Support Enforcement, has requested authorization to execute a professional services contract with Orchid Cellmark, Inc. of Princeton, NJ to perform genetic test services for the period of February 1, 2009 through December 2011, with the ability to execute two one-year extensions; and

WHEREAS, the Wisconsin Department of Children and Families, Division of Family and Economic Security, Bureau of Child Support limited the number of State approved genetic testing vendors effective July 1, 2008; and

WHEREAS, The Milwaukee Department of Child Support released a request for proposals to the five State approved vendors on September 30, 2008; and

WHEREAS, Orchid Cellmark and Laboratory Corporation of America responded to the request for proposals, Orchid Cellmark provided the lowest price for the services based on a their best and final offer; and

WHEREAS, the 2009 departmental budget provides an appropriation of \$343,906 for this service; and

WHEREAS, the Committee on Judiciary, Safety and General Services Committee, at its meeting on January 22, 2009, recommended approval (vote 6-0) of the contract with Orchid Cellmark, Inc.; now, therefore,

BE IT RESOLVED, that, the Milwaukee County Board of Supervisors does hereby authorize the Director of Child Support Enforcement to execute a professional services contract for genetic testing with Orchid Cellmark Inc., Princeton, NJ, effective February 1, 2009 through December 31, 2011, with the ability to execute two one-year extensions.

STATE OF WISCONSIN
MILWAUKEE COUNTY

I, the undersigned County Clerk in and for the County of Milwaukee, State of Wisconsin, do hereby certify that I have made a comparison of this document with the original on file in my office and that the same is a full, true and correct copy.

In testimony whereof, I affix my signature and the seal of Milwaukee County this 5th day of March 2009

[Signature]
Milwaukee County Clerk

[Signature]
APPROVED AS TO FORM
CORPORATION COUNSEL

ADDENDUM TO 2009-2011 PURCHASE OF SERVICES AGREEMENT
BETWEEN MILWAUKEE COUNTY,
BY THE DEPARTMENT OF CHILD SUPPORT ENFORCEMENT, AND
ORCHID CELLMARK INC

Service Provided: Paternity Genetic Testing

Addendum Title:

Modification of Certificate of Insurance Provision - Section 12, Subsection H

This addendum to the 2009-2011 Purchase of Services Agreement between Milwaukee County, by the Milwaukee County Department of Child Support Enforcement, ("County") and Orchid Cellmark Inc. ("Contractor") is entered into on May 8, 2009.

The agreement and terms specified in the 2009-2011 Purchase of Services Agreement between the County and the Contractor shall remain in full effect with the exception of Section 12 (Indemnity and Insurance), Subsection H, which shall be deleted and replaced with the following:

If Contractor's Insurance is underwritten on a Claims-Made basis, the Retroactive date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that *professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage* is Claims-Made and indicate the Retroactive Date, and Contractor shall maintain coverage for the duration of this Agreement and for three (3) years following the completion of this Agreement.

It is also agreed that on Claims-Made policies, in the event Contractor does not maintain coverage with a retroactive date prior to the original contract initiation date for the three years following completion of the Agreement as required by the preceding paragraph, the Contractor agrees to provide notice to the County and the County may direct the Contractor and the Contractor will procure the tail coverage for the three year period and that the Extended Reporting Period Premium shall be paid by Contractor.

IN WITNESS WHEREOF, the parties hereto execute this Agreement on the day, month, and year indicated.

COUNTY: [Signature] 5/8/09
Interim Director Date
Department of Child Support Enforcement

CONTRACTOR: [Signature] 5/8/09
Contractor Representative Date
William J. Thomas, Vice President &
Name and Title of Contractor Representative
General Counsel

1

2

File No. 11-469

3 (ITEM) From the Director, Child Support Enforcement, requesting authorization to
4 execute extension of Genetic Test Contract between Child Support and Orchid Cellmark,
5 Inc. effective January 1, 2012 through December 31, 2012, by recommending adoption of
6 the following:

7

8

A RESOLUTION

9 WHEREAS, the Department of Child Support Enforcement, pursuant to §767.80 (6m)
10 Wis. Stats., is required to establish paternity for any child born in the County who does not
11 have a father's name on the birth certificate; and

12

13 WHEREAS, the Department is required to provide genetic testing in paternity cases
14 pursuant to §767.84 (5) Wis. Stats.; and

15

16 WHEREAS, the Department is required to use a state-approved genetic test vendor
17 in order to have the test costs qualify for federal reimbursement; and

18

19 WHEREAS, the State of Wisconsin recognizes Orchid Cellmark Inc. as an approved
20 vendor for genetic testing; and

21

22 WHEREAS, the Director of Child Support has requested authorization to execute a
23 one year extension of the terms of the 2009 – 2011 genetic test contract with Orchid
24 Cellmark Inc., which was awarded based on a request for proposal successful bid; and

25

26 WHEREAS, the 2009 – 2011 genetic test contract was approved by the Milwaukee
27 County Board Resolution 09-51; and

28

29 WHEREAS, the term of the one year extension shall be from January 1, 2012, through
30 December 31, 2012; and

31

32 WHEREAS, the 2012 Department budget provides an appropriation of \$475,000 for
33 this service; now, therefore,

34

35 BE IT RESOLVED, that the Committee on Judiciary, Safety, and General Services of the
36 Milwaukee County Board of Supervisors hereby authorizes the Director, Child Support
37 Enforcement, to execute an extension of the contract for genetic testing with Orchid
38 Cellmark Inc. effective January 1, 2012 through December 31, 2012.

39

ASSIGNMENT OF CONTRACT AND RELEASE

This assignment (the "Assignment") is made by and between Milwaukee County, a Wisconsin Municipal Corporation, by Milwaukee County Department of Child Support Services ("CLIENT"), Orchid Cellmark, Inc. ("Orchid"), and DNA Diagnostics Center, Inc. ("DDC") of the contract described herein (the "Contract"). This Assignment shall be effective as of March 7, 2012 (the "Effective Date").

WITNESSETH

WHEREAS, the CLIENT and Orchid have entered into a Contract for Paternity Testing Services effective February 1, 2009; and

WHEREAS, Laboratory Corporation of America Holdings ("LabCorp") acquired Orchid on December 15, 2011, and as a part of such transaction became a wholly-owned subsidiary of LabCorp. Due to the regulatory clearance process for the acquisition, LabCorp agreed to divest Orchid government paternity testing business in the United States to DDC, an Ohio corporation having its principal place of business at One DDC Way, Fairfield, OH 45014; and

WHEREAS, Orchid has acted to transition the Contract from Orchid to DDC, and hence, Orchid desires to assign to DDC the rights, duties, obligations and liabilities of the Contract as of the Effective Date; and

WHEREAS, the CLIENT agrees for Orchid to assign the rights, duties, obligations and liabilities of the Contract to DDC as of the Effective Date; and

WHEREAS, DDC desires to accept assignment of the rights, duties, obligations and liabilities of the Contract as of the Effective Date.

NOW THEREFORE, the CLIENT, Orchid, and DDC agree as follows:

1. Orchid agrees to assign, transfer, and deliver unto DDC all the rights, title and interests in, to and under the Contract, including without limitation the duties, obligations, liabilities and claims for damages arising under the Contract as of the Effective Date.
2. DDC hereby agrees and accepts this Assignment of the Contract and assumes, as a direct obligation to CLIENT, all the rights, title and interests in, to and under the Contract, including without limitation the duties, obligations, liabilities and claims for damages arising under the Contract as of the Effective Date.
3. CLIENT hereby consents to the Assignment of the Contract by Orchid to DDC and of the assumption of the Contract by DDC as described herein and as of the Effective

Date. Consistent with this Assignment, CLIBNT shall look only to DDC from and after the Effective Date for the performance of the Contract.

4. Except to the extent of any such rights, duties and obligations which arose prior to the Effective Date, CLIENT releases and forever discharges Orchid, its affiliates and each of their respective officers, directors, employees and agents from and of each covenant and condition of, and each liability or obligation arising under the Contract, and on and after the Effective Date. Orchid shall no longer be bound by or have any obligation or liability with respect to the Contract.

5. Orchid shall indemnify and hold DDC, its affiliates and each of their respective officers, directors, employees and agents harmless from and against any liabilities, losses, damages, judgments, awards, fines, penalties, costs and expenses (including reasonable attorneys' fees and defense costs) of any kind or nature whatsoever which may be sustained or suffered by any of them arising out of or in any way related to Orchid's performance or nonperformance under the Contract prior to the Effective Date.

6. This Assignment shall be binding on and inure to the benefit of the parties and their successors.

7. Assignment is subject to the terms and conditions of the Milwaukee County RFP published September 22, 2008, the 2009 Purchase of Service Contract between Orchid and Client, and Amendment No. 2 to the 2009 Purchase of Service Contract executed between Orchid and Client in January of 2012.

IN WITNESS WHEREOF, the parties hereto have caused their respective names to be hereunder subscribed by their respective proper officers hereto duly authorized.

MILWAUKEE COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES ORCHID CELLMARK, Inc.

By: [Signature]
Name: Jim Sullivan
Title: Director, Child Support Services
Date: 3-6-2012

By: Angie R. Miller
Name: Angie R. Miller
Title: Contract Manager
Date: 3-6-12

APPROVED AS TO LEGAL FORM

DNA DIAGNOSTICS CENTER, INC.

By: _____
Date: _____

By: Lori Neff
Name: Lori Neff
Title: Director, Customer Service
Address: One DDC Way,
Fairfield, OH 45014

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36

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

File No. _____
(Journal, _____, 2012)

(Item ____) From the Director, Department of Child Support Services, requesting authorization to execute an extension of its current Genetic Test Contract with DNA Diagnostic Center Inc., by recommending adoption of the following:

A RESOLUTION

WHEREAS, the Department of Child Support Enforcement, pursuant to §767.80 (6m) Wis. Stats., is required to establish paternity for any child born in the County who does not have a father’s name on the birth certificate; and

WHEREAS, the Department is required to provide genetic testing in paternity cases pursuant to §767.84 (5) Wis. Stats.; and

WHEREAS, the Department is required to use a state-approved genetic test vendor in order to have the test costs qualify for federal reimbursement; and

WHEREAS, the State of Wisconsin recognizes DNA Diagnostic Center Inc. as an approved vendor for genetic testing; and

WHEREAS, the Director of Child Support has requested authorization to execute a one year extension of the terms of its current contract with DNA Diagnostic Center Inc.; and

WHEREAS, the 2013 Department budget provides an appropriation of \$475,000 for this service; now, therefore,

BE IT RESOLVED, that the Committee on Judiciary, Safety, and General Services of the Milwaukee County Board of Supervisors hereby authorizes the Director, Child Support Services, to execute an extension of the contract for genetic testing with DNA Diagnostic Center Inc. effective January 1, 2013 through December 31, 2013.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 11/16/12

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: From the Director, Child Support Services, requesting authorization to execute an extension of the Child Support contract for genetic test services with DDC Inc.

FISCAL EFFECT:

- | | |
|--|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact | <input type="checkbox"/> Increase Capital Expenditures |
| <input type="checkbox"/> Existing Staff Time Required | <input type="checkbox"/> Decrease Capital Expenditures |
| <input type="checkbox"/> Increase Operating Expenditures
(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.

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

DESCRIPTION OF FISCAL EFFECT

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

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

A. The Director of Child Support Services requests the County Board's authorization, by resolution, for the Department to extend its current contract with DDC Inc., which ends December 31, 2012, but provides the option for one additional one-year extensions, for the period January 1, 2013, through December 31, 2013.

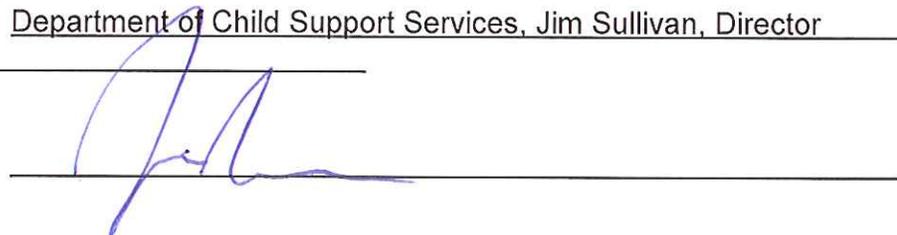
B. There are no direct costs, savings or anticipated revenues associated with this action in the current budget year.

C. There is no budgetary impact associated with this contract in the current year or subsequent year, as the Department has budgeted for this extension in 2013.

D. No further assumptions are made.

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

Authorized Signature



Did DAS-Fiscal Staff Review? Yes No

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

PURCHASE OF SERVICE CONTRACT

AMENDMENT NO. 3

THIS AMENDMENT to the 2009-2011 professional service contract for genetic test services between Milwaukee County and Orchid Cellmark Inc. as modified by the May, 2009 addendum, the January 2012 Amendment No. 2, and the 2012 Assignment of Contract and Release, is entered into by and between Milwaukee County, a Wisconsin Municipal Corporation, by the Milwaukee County Department of Child Support Services, 901 N. 9th Street, Milwaukee, WI 53233, hereinafter designated as "County" and DNA Diagnostic Center, Inc., One DDC Way, Fairfield OH 45014, hereinafter designated as "Contractor."

It is agreed to, by and between County and Contractor, that the contractor's activities shall include, but not be limited to, all provisions contained in the original contract effective February 1, 2009, the May 2009 addendum, the January 2012 Amendment No. 2, and the 2012 Assignment of Contract and Release, except:

- Section 3, Dates of Performance, is modified to extend the effective dates of the contract as follows: services beginning January 1, 2013 and ending December 31, 2013.
- Section 10, Audit Requirements, is modified to require an annual audit by June 30, 2014 for services provided between January 1, 2013 and December 31, 2013 under procedures as otherwise stated in this section.
- Section 28, Notices, is modified to require mailing to Contractor as follows: Lori Neff, Director of Customer Service, One DDC Way, Fairfield OH 45014.

All other provisions of the genetic test contract effective February 1, 2009, its attachments, the May 2009 addendum, the January 2012 Amendment No. 2, and the 2012 Assignment of Contract and Release as originally entered into and incorporated herein by reference, shall remain in effect as stated.

The County enters into this Amendment as authorized by the Milwaukee County Board of Supervisors Resolution File No. _____, adopted on _____, and ratified by the Milwaukee County Executive on _____.

FOR: MILWAUKEE COUNTY

FOR: DNA Diagnostics Center Inc.

Jim Sullivan, Director
Milwaukee County
Department of Child Support Enforcement

Dated: _____

Dated: _____

Milwaukee County Approvals

Approved by CBDP/DBE: _____ Date: _____

Approved by Risk Management (DAS): Guthrie Van Der Date: 11/16/12

Approved as to form and independent contractor status by Corporation Counsel:
[Signature] Date: 11/16/2012



Milwaukee County Approvals

Approved by CDBP/DBE:  Date: 11/12/2012

Approved by Risk Management (DAS): _____ Date: _____

Approved as to form and independent contractor status by Corporation Counsel:
_____ Date: _____

Paternity Testing Vendors for Use by County Child Support Agencies and Adoption Agencies Effective July 1, 2011

Name and Vendor Address	Contact Person	Prices
DNA Diagnostics Center One DDC Way Fairfield, OH 45014	Robert Gutendorf, Manager PH: 800-310-9868 (888) 524-5227 Fax: 800-310-9728 e-mail: rgutendorf@dnacenter.com	Each year of contract: with lab collection of sample: \$34.00 Each year of contract: without lab collection of sample: \$25.00
Laboratory Corporation of America (LabCorp) 1440 York Court Extension Burlington, NC 27215-3361	Melissa Mizelle, Supervisor PH: 800-742-3944 ext. 67414 Fax: 336-538-6572 Email: Mizellm@labcorp.com	7/1/11-6/30/12 with lab collection of sample: \$34.00 without lab collection of sample: \$28.00 7/1/12-6/30/13 with lab collection of sample: \$35.00 without lab collection of sample: \$29.00 7/1/13-6/30/14 with lab collection of sample: \$36.00 without lab collection of sample: \$30.00
Orchid Cellmark, Inc. 5698 Springboro Pike Dayton, OH 45449	Diana Holland, Customer Service PH: 800-443-2383 Option 1 or 4 Fax: 937-242-4314 e-mail: dholland@orchid.com	Each year of contract: with lab collection of sample: \$43.00 Each year of contract: without lab collection of sample: \$38.00

Note: Vendors may negotiate separate rates with local agencies for Family Studies, Motherless Cases, and collection of samples from deceased individuals.

NOTE: Bulletin Board dated 10/9/2012: Identity Genetics, Inc is no longer approved for genetic testing because their AABB accreditation expired on September 30, 2012. Please see bulletin board article dated 10/9/2012. Please select from the vendors listed above for genetic testing services.

CSB11-12 Rev. 10/9/12

2009 PURCHASE OF SERVICE CONTRACT

Contract No.:

Federal I.D. No.: 22-3392819

This Contract between Milwaukee County, a Wisconsin municipal body corporation represented by the Milwaukee County Department of Child Support Enforcement, located at Room 101 - Courthouse, 901 N. 9th St., Milwaukee, WI 53233 (hereinafter called County) and Orchid Cellmark Inc., a Delaware corporation having a principal place of business at 4390 U.S. Route One North, Princeton, NJ 08540 (hereinafter called Contractor) becomes effective on February 1, 2009.

1. SCOPE OF SERVICE

Contractor shall specifically perform all of the services and achieve the objectives as set forth in its application submitted to County, and as indicated in the Attachment I, Schedule of Services to be Purchased and Compensation.

2. STAFFING AND DELIVERY OF SERVICES

Contractor shall provide all personnel required to perform the services under this Contract, including personnel to fully staff its courthouse draw site and the administrative position within the Department of Child Support Enforcement. Such personnel shall not be employees of, or have any other contractual relationships with County. Any replacement of personnel listed in Contractor's proposal shall be by persons of like qualifications, which shall be attested to by Contractor. Written notification of replacement of personnel shall be provided to County prior to replacement. Contractor shall not replace named personnel without the prior written approval of County. Any proposed replacement of named personnel shall be by persons of equal qualification.

Except as provided herein, Contractor shall determine the methods, procedures, and personnel policies to be used in initiating and furnishing services under this contract.

Contractor shall comply with all Federal, State, and local laws and regulations and shall maintain in good standing all licenses, permits, and certifications relating to the services referred to herein.

3. DATES OF PERFORMANCE

This Contract is for the period of February 1, 2009 through December 31, 2011 unless this Agreement is otherwise renewed or extended. County shall have the option of extending this Agreement for two additional one-year periods under the same terms and conditions, and upon mutual consent of County and Contractor. Upon termination, Contractor agrees to cooperate with County in the transition to any successor vendor, including shipping any specimens to the successive vendor at no charge to County or the new vendor and providing County with a database identifying the samples in Contractor's possession that were collected under this contract and identifying the samples that were forwarded to the new vendor.

4. COMPENSATION

Contractor shall be compensated for the services performed as stated in Attachment I, Schedule of Services To Be Purchased and Compensation, attached hereto and made a part of this Contract. County is unable to guarantee the volume of requests funded by this Contract. The parties agree that section 66.0135, Wisconsin Statutes, Prompt Pay Law, shall not apply to payment for services provided hereunder.

Contractor agrees that at no time will the price charged County exceed the rate Contractor charges for rendering similar services elsewhere. If contractor grants more favorable financial terms to any State or local government entity in an agreement for comparable services, the more favorable financial terms shall be applicable to the services provided to County.

5. BILLING

Contractor shall provide County with billings for services provided in accordance with Attachment II, Payment Method and shall be paid in accordance therewith.

6. CONFIDENTIALITY

Any case information obtained by any employee of Contractor, pursuant to the services provided in this Agreement, is confidential. Any improper use or dissemination of information obtained will be considered grounds for sanction of Contractor and possible termination of this Contract. The obligations of this section survive any expiration or termination of this Contract.

County agrees to use test results received from Contractor only for purposes of the Child Support Enforcement program, and agrees not to otherwise use or disclose such results publicly.

7. OWNERSHIP OF SPECIMENS, RECORDS AND DATA

Ownership of all specimen samples, records, data and test results shall remain with Contractor, subject to Contractor's agreement to ship specimens to a successive vendor upon termination of this Agreement. Contractor shall preserve said specimen samples for a minimum period of seven years. Contractor shall maintain records of test results and invoices for a minimum of three years following completion of paternity testing, and furnish copies to County upon request.

8. RECORD KEEPING AND ACCESS TO RECORDS

Contractor shall maintain such records and financial statements as required by state and federal laws, rules, and regulations. Contractor shall retain all documentation necessary to adequately demonstrate the provision of services rendered under the Contract. County reserves the right to deny payment of, or require repayment for

units of services reported by Contractor that are not supported by documentation required under this Contract notwithstanding that Contractor may have provided the services.

Contractor shall maintain and, upon request, furnish to County, at no cost to County, any and all information requested by County relating to the provision of services covered by this Contract and shall allow authorized representatives of County, the Milwaukee County Department of Audit, and County's funding sources to have access to all records necessary to confirm Contractor's compliance with law and the specifications of this Contract and any current relevant policies and procedures.

It is agreed that County representatives, the Milwaukee County Department of Audit and representatives of appropriate Federal, State or local agencies, not inconsistent with the applicable provisions of state and federal laws and regulations relating to the confidentiality of case records, shall have the right to inspect at all reasonable times case records, program and financial records and such other records of Contractor as may be requested to evaluate or confirm Contractor's charges for services or as may be necessary to evaluate or confirm Contractor's delivery of services.

It is further agreed that files, records and correspondence for this engagement must be retained for a period of at least four (4) years from the date of issuance of certified financial and compliance audit reports. Records shall be retained beyond the four-year period if an audit is in progress or exceptions have not been resolved.

PROVISION FOR DATA AND INFORMATION SYSTEMS COMPLIANCE

Contractor shall either utilize computer applications that comply with County standards in maintaining program data related to the contract, or bear full responsibility for the cost of converting program data into formats useable by County applications. Contractor will comply with all applicable federal, state and county laws, rules and regulations, applicable to data processing and information systems compliance including, but not limited to, the provisions of the Milwaukee County Resolution on Security Policy and Guidelines, File No. 92-546, as it applies to data processing security and the "Milwaukee County Use of Technologies Policy" (See <http://www.milwaukeecounty.org>).

9. INSPECTION OF PREMISES AND COUNTY SITE AUDITS

Contractor shall allow visual inspection of Contractor's premises to County representatives and to representatives of any other local, state, or federal government unit. Inspection shall be permitted without formal notice at any times that care and services are normally being furnished.

Contractor and County mutually agree that County or County's representatives including the Milwaukee County Department of Child Support Enforcement and the Milwaukee County Department of Audit as well as state and federal officials, reserve the right to review Board approved by-laws, minutes, policies and procedures, employee files and employment records, client attendance and case records, billing

and accounting records, financial statements, certified audit reports, auditor's supporting work papers and computer disks, or other electronic media, which document the audit work, and perform such additional audit procedures as may be deemed necessary and appropriate, it being understood that additional overpayment refund claims or adjustments to prior claims may result from such reviews. Such reviews may be conducted for a period of at least four (4) years following the latter of Contract termination, or receipt of audit report, if required.

10. AUDIT REQUIREMENTS

- A. Contractor shall submit to Milwaukee County, on or before **June 30, 2010** or such later date that is mutually acceptable to Contractor and Milwaukee County, **two (2) original copies** of an Agency-wide Audit for Calendar Year 2009, or annual reports on Form 10-K, if the total amount of annual funding provided by Milwaukee County through this and other contracts and agreements is \$25,000 or more, unless waived by Milwaukee County. Contractor may request, and with written consent of County provide an annual Program Audit in lieu of the annual Agency-wide Audit. The audit shall be performed by an independent certified public accountant (CPA) licensed to practice by the State of Wisconsin. CPA audit reports are required under Wisconsin Statutes, Section 46.036 (4)(c).

Contractors reporting on a fiscal year other than a calendar year shall be considered in compliance with the audit requirements upon submittal of Contractor's fiscal year audit, meeting the audit requirements in Section Eleven, part A subparts (1),(2), and (3) below, within 180 days of the fiscal year closing, plus financial statements including required supplemental schedules covering the period from the start of the fiscal year beginning in 2009 through December 31, 2009, compiled by a CPA licensed to practice by the State of Wisconsin. Compiled supplemental schedules are due by June 30, 2010.

Non-profit Contractors who received aggregate federal financial assistance of \$500,000 or more, either directly or indirectly, shall submit to Milwaukee County, on or before **June 30, 2010** or such later date that is mutually acceptable to Contractor and County, **two (2) original copies** of a certified audit report for Calendar Year 2009 performed in accordance with the Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments and Non-Profit Organizations (on line at www.whitehouse.gov/omb/circulars) if the Contractor meets the criteria of that Circular for needing an audit in accordance with that Circular. The audit submitted by Contractor shall also be conducted in conformance with the following standards:

1. Standards applicable to financial audits contained in *Government Auditing Standards* (GAS) most recent revision published by the Comptroller General of the United States; and
2. Generally accepted auditing standards (GAAS) adopted by the American Institute of Certified Public Accountants (AICPA).

Requests for substitution of Program Audit for Agency-wide Audit, waiver, and/or

extension must be in writing and submitted before the original due date of the audit. Audit reports and requests for substitution of Program Audit for Agency-wide Audit, waiver and/or extension must be sent to the following address no later than six months after the end of the Contractor's fiscal year, or such later date mutually agreed to by Contractor and Milwaukee County:

Lisa J. Marks, Director
Department of Child Support Enforcement
Room 101 - Courthouse
901 N. 9th Street
Milwaukee, WI 53233

Financial Statements shall be prepared in conformity with accounting principles generally accepted in the United States of America and on the accrual basis of accounting. Contractor must request, and receive written consent of County to use other basis of accounting in lieu of accrual basis of accounting. CPA audits and reports referenced above shall contain the following Financial Statements, Schedules and Auditors' Reports:

(1) Financial Statements and Supplemental Schedules:

- a. **Comparative Statements of Financial Position** – For Agency-wide audits only.
- b. **Statement of Activities** – For Agency-wide audits only.
- c. **Statement of Cash Flows** – For Agency-wide audits only.
- d. Schedule of Federal and State Awards broken down by contract year. The schedule shall identify the name of the Milwaukee County Department as pass-through grantor, the contract number as pass-through grantor's identifying number, and the program name and number from the Attachment I of the contract. Each program or service under County Contract must be reported as a separate line item by contract year.

(2) Independent Auditors Reports and Comments:

- a. "Opinion on Financial Statements and Supplementary Schedule of Expenditures of Federal and State Award" including comparative statements of financial position, and related statements of activities and cash flow of entire agency.

Or, for Program Audits

"Opinion on the Financial Statement of a Program in Accordance with the Program Audit."

- b. Report on Compliance and Internal Control over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards (GAS).

Or, for Program Audits

“Report on Compliance with Requirements Applicable to the Program and on Internal Control over Compliance Performed in Accordance with the Program Audit.”

- c. “Report on Compliance with Requirements Applicable to Each Major Program and Internal Control over Compliance in Accordance with OMB Circular A-133” (applicable only if the audit is also in accordance with OMB Circular A-133).
- d. Schedule of findings and questioned costs to include:
- Summary of auditor’s results on financial statements, internal control over financial statements and compliance, and if applicable; the type of report that the auditor issued on Compliance for Major Federal Programs;
 - Findings related to the financial statements of the Contractor or of the program which are required to be reported in accordance with Generally Accepted Government Auditing Standards (GAGAS);
 - Findings and Questioned Costs for Federal Awards which shall include audit findings as defined in section .510(a) of OMB Circular A-133, if applicable;
 - Doubt on the part of the auditors as to the auditee’s ability to continue as a going concern;
 - Other audit issues related to grants/contracts with funding agencies that require audits to be performed; and
 - Whether a Management Letter or other document conveying audit comments was issued as a result of the audit.
- e. A copy of the Management Letter or other document issued in conjunction with the audit shall be provided to County. If no Management Letter was issued, the schedule of findings and questioned costs shall state that no Management Letter was issued.

(3) Contractor Prepared Schedules and Responses:

- a. Schedule of prior-year audit findings indicating the status of prior-year findings related to County funded programs. If no prior year findings were reported, the schedule must state that no prior year findings were reported.
- b. Corrective action plan for all current-year audit findings related to County funded programs and/or financial statements of the Contractor.

The corrective action plan shall be prepared by Contractor, and must include the following: name of the contact person responsible for the preparation and implementation of the corrective action plan; the planned corrective action; and, the dates of implementation and anticipated completion.

- c. Management's responses to each audit comment and item identified in the auditor's Management Letter.

(4) General:

The following is a summary of the general laws, rules and regulations with which the auditor should be familiar in order to satisfactorily complete the audit.

- a. Government Auditing Standards, (Standards for Audit of Governmental Organizations, Programs, Activities, and Functions), June 2003 Revision.
- b. OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, including revisions published in *Federal Register* 06/27/03.
- c. OMB Circular A-133, - Appendix B: 2000 Compliance Supplement
- d. OMB Circular A-122, Cost Principles for Non-Profit Organizations.
- e. OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments.
- f. OMB Circular A-21, Cost Principles for Educational Institutions.
- g. Appendix E of 45 CFR part 74, Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals.
- h. The allowability of costs incurred by commercial organizations and those non-profit organizations listed in Attachment C to OMB Circular A-122 is determined in accordance with the provisions of the Federal Acquisition Regulation (FAR) at 48 CFR part 31 - Contract Cost Principles and Procedures.
- i. OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments.
- j. OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.
- k. Wisconsin State Statutes, Sections 46.036, 49.34, Purchase of Care and Services.
- l. State of Wisconsin, Department of Administration Single Audit Guidelines - Current Revision.

m. AICPA Generally Accepted Auditing Standards.

- B. Contractor hereby authorizes and directs its Certified Public Accountant, if requested, to share all work papers, reports, and other materials generated during the audit with County or County's representative(s) including the Milwaukee County Department of Child Support Enforcement and the Milwaukee County Department of Audit as well as state and federal officials. Such direct access shall include the right to obtain copies of the work papers and computer disks, or other electronic media, which document the audit work. Contractor shall require its CPA to retain work papers for a period of at least four (4) years following the latter of Contract termination, or receipt of audit report by County.
- C. Contractor and County mutually agree that County or County's representative(s), including the Milwaukee County Department of Child Support Enforcement and the Milwaukee County Department of Audit, as well as state and federal officials, reserve the right to review certified audit reports, supporting workpapers, or financial statements, and perform additional audit work as deemed necessary and appropriate, it being understood that additional overpayment refund claims or adjustments to prior claims may result from such reviews. Such reviews may be conducted for a period of at least four (4) years following the latter of contract termination, or receipt of audit report, if required.
- D. Contractors reporting on a **fiscal year other than a calendar year shall be considered in compliance with contract reporting requirements** upon submittal of the following **unaudited** schedules:
- (1) A schedule of contract charges covering the period from the end of the Contractor's fiscal year ended in 2009 through December 31, 2009, for each program or activity identified as a fee for service agreement with Milwaukee County, referenced as a line item on the Attachment I of a Purchase of Service Contract. The schedule(s) shall be compiled by Contractor's independent public accountant, with an accountant's compilation report, for the period from the close of Contractor's fiscal year through the end of the calendar year, on or before June 30, 2009, or such later date that is mutually acceptable to Contractor and County.
 - (2) If Contractor's fiscal year encompasses two contract years, Contractor shall submit a "bridging schedule" prepared by a CPA, which identifies contract charges for each of the two calendar year contract periods. The "bridging schedule" shall reconcile the two calendar year contract periods to the fiscal year totals for each program reported in the most current fiscal year audit report.
- E. Contractor shall maintain records for audit purposes for a period of at least four (4) years following the latter of contract termination or receipt of audit report by County.

F. Contractors' Subrecipients

Contractors who subcontract with other providers for the provision of services are required by federal and state regulations to monitor their subrecipients.

Contractors shall have on file, and available for review by Milwaukee County and its representatives, copies of subrecipient's CPA audit reports and financial statements. These reports and financial statements shall be retained for a period of at least four (4) years following the latter of contract termination, or receipt of audit report, if required.

Subrecipient shall maintain and, upon request, furnish to County, at no cost to County, any and all information requested by County relating to the cost of services covered by the subcontract and shall allow authorized representatives of County, the Milwaukee County Department of Audit and County's funding sources to have access to all records necessary to confirm subrecipient's compliance with law and the specifications of this Contract and the subcontract.

It is agreed that County representatives, the Milwaukee County Department of Audit and representatives of appropriate state or federal agencies shall have the right of access to program, financial and such other records of subrecipient as may be requested to evaluate or confirm subrecipient's charges for service, or as may be necessary to evaluate or confirm subrecipient's delivery of service. It is further understood that files, records and correspondence for subcontracted engagement must be retained by subrecipient for a period of at least four (4) years following the latter of contract termination, or receipt of subrecipient's audit report, if required.

Subrecipient shall allow visual inspection of subrecipient's premises to County representatives and to representatives of any other local, state, or federal government unit. Inspection shall be permitted without formal notice at any time that care and services are being furnished.

G. Failure to Comply with Audit Requirements:

If Contractor fails to have an appropriate audit performed or fails to provide a complete audit-reporting package to the County as required by this Contract within the specified timeframe, the County may:

- a. Conduct an audit or arrange for an independent audit of Contractor and charge the cost of completing the audit to Contractor;
- b. Charge Contractor for all loss of Federal or State aid or for penalties assessed to County because Contractor did not submit a complete audit report within the required time frame;
- c. Disallow the cost of the audit that did not meet the applicable standards; and/or

- d. Withhold payment, cancel the contract/agreement, or take other actions deemed by County to be necessary to protect the County's interests.

H. County Waiver of Audit Requirements under this Section

If the County has waived the audit requirement for this Contract under Wisconsin Statute s.46.036, this waiver does not absolve Contractor from meeting any federal audit requirements that may be applicable or any audit requirements of other contracts. Waiver of the audit, or failure of Contractor to receive County funding under this Contract and other County Agreements at a level that would require an audit does not absolve Contractor from submitting an un-audited schedule of program revenue and expenses as a final accounting to determine final settlement under this Contract.

11. NON-DISCRIMINATION, AFFIRMATIVE ACTION, CIVIL RIGHTS, AND EQUAL EMPLOYMENT OPPORTUNITY

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

Contractor agrees not to unlawfully 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) Wisconsin Statutes.

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.

12. INDEMNITY & INSURANCE

- A. Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County, its officers and employees, from and against all loss or expense including costs and attorney's fees by reason of 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.
- B. Contractor agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, malpractice, errors and omissions, statutes and benefits under Workers' Compensation laws and/or vicarious liability arising from employees, board members and volunteers. Such evidence shall include insurances covering Workers' Compensation claims as required by the State of Wisconsin, Commercial General Liability and/or Business Owner's Liability, Automobile Liability (if the Agency owns or leases any vehicles) and Professional Liability (where applicable) in the minimum amounts listed below.

- C. Automobile insurance that meets the Minimum Limits as described in this Agreement is required for all agency vehicles (owned, non-owned, and/or hired). In addition, if any employees of Contractor will use personal vehicles for any purpose related to this Agreement, those employees shall have Automobile Liability Insurance providing the same liability limits as required of the Contractor through any combination of employee Automobile Liability and employer Automobile or General Liability Insurance which in the aggregate provides liability coverage, while employee is acting as agent of employer, on the employee's vehicle in the same amount as required of the Contractor.
- D. If the services provided under the contract constitute professional services, Contractor shall maintain Professional Liability coverage as listed below. Treatment providers (including psychiatrists, psychologists, social workers) who provide treatment off premises must obtain General and Professional Liability coverage (on premises liability and off-premise liability), to which Milwaukee County is added as an additional insured, unless not otherwise obtainable.
- E. It being further understood that failure to comply with insurance requirements may result in suspension:

TYPE OF COVERAGE	MINIMUM LIMITS
<u>Wisconsin Workers' Compensation</u> or Proof of all States Coverage	Statutory
<u>Employer's Liability</u>	\$100,000/\$500,000/\$100,000
<u>Commercial General Liability</u>	
Bodily Injury & Property Damage	\$1,000,000 - Per Occurrence
(Incl. Personal Injury, Fire, Legal Contractual & Products/Completed Operations)	\$1,000,000 - General Aggregate
<u>Automobile Liability</u>	
Bodily Injury & Property Damage	\$1,000,000 Per Accident
All Autos - Owned, Non-Owned and/or Hired Uninsured Motorists	Per Wisconsin Requirements
<u>Professional Liability</u>	
To include Certified/Licensed Mental Health and AODA Clinics and Providers	\$1,000,000 Per Occurrence \$3,000,000 Annual Aggregate
and Hospital, Licensed Physician or any other qualified healthcare provider under Sect 655 Wisconsin Patient Compensation Fund Statute	As required by State Statute
Any non-qualified Provider under Sec 655 Wisconsin Patient Compensation Fund Statute State of Wisconsin (indicate if Claims Made or Occurrence)	\$1,000,000 Per Occurrence/Claim \$3,000,000 Annual Aggregate

Other Licensed Professionals

\$1,000,000 Per Occurrence
\$2,000,000 Annual aggregate or
Statutory limits whichever is higher

Should the statutory minimum limits change, it is agreed the minimum limits stated herein shall automatically change as well

- F. Milwaukee County, as its interests may appear, shall be named as, and receive copies of, an "additional insured" endorsement, for general liability, automobile insurance, and umbrella/excess insurance. Milwaukee County must be afforded a thirty day (30) written notice of cancellation, or a non-renewal 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.

Exceptions of compliance with "additional insured" endorsement are:

1. Transport companies insured through the State "Assigned Risk Business" (ARB).
 2. Professional Liability where additional insured is not allowed.
- G. Contractor shall furnish Purchaser annually on or before the date of renewal, evidence of a Certificate indicating the above coverages (with the Milwaukee County Department of Child Support Enforcement named as the "Certificate Holder") shall be submitted for review and approval by Purchaser throughout the duration of this Agreement. If said Certificate of Insurance is issued by the insurance agent, it is Contractor's responsibility to ensure that a copy is sent to the insurance company to ensure that the County is notified in the event of a lapse or cancellation of coverage.

CERTIFICATE HOLDER

Milwaukee County Department of Child Support Enforcement
Contract Administrator
Courthouse – Room 101
901 N. 9th Street
Milwaukee, WI 53233

- H. If Contractor's insurance is underwritten on a Claims-Made basis, the Retroactive date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that *professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage* is Claims-Made and indicate the Retroactive Date, Contractor shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement.

It is also agreed that on Claims-Made policies, either Contractor or County may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by Contractor.

- I. Binders are acceptable preliminarily during the provider application process to evidence compliance with the insurance requirements.

- J. All coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to Purchaser, if requested, to obtain approval of insurance requirements.
- K. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the Milwaukee County Risk Manager for approval prior to the commencement of activities under this Agreement:

Milwaukee County Risk Manager
Milwaukee County Courthouse – Room 302
901 North Ninth Street
Milwaukee, WI 53233

13. WITHHOLDING OF PAYMENTS

Failure of Contractor to comply with contract requirements may result in withholding or forfeiture of any payments otherwise due Contractor from County by virtue of any County obligation to Contractor until such time as the contract requirements are met. County reserves the right to withhold payment or adjust Contractor's invoice and the payment procedures contained in the Attachment II, Payment Method, where Contractor fails to deliver the contracted services in accordance with the terms of this Contract, or any other relevant Milwaukee County Department of Child Support Enforcement administrative policies. Contractor shall cooperate fully in all utilization review, quality assurance, and complaint/grievance procedures, and submit in a timely manner (if required) annual audit reports, corrective action plans, or any other requests for additional information by County. County may withhold payment entirely until requested or required information is received or, if applicable, until a written corrective action plan for improvement in services, compliance, or internal accounting control is received and approved by County.

14. CONTRACT TERMINATION

This contract may be terminated thirty (30) days following written notice by County or Contractor for any reason, with or without cause, unless an earlier date is determined by County to be essential to the safety and well-being of the program participants served by this Contract. Failure to maintain in good standing required licenses, permits and/or certifications, 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 and not for the uncompleted portion, or any materials or services purchased or paid for by Contractor for use in completing this Contract.

This Contract may be renegotiated in the event of changes required by law, regulations, court action, or inability of either party to perform as required in this Contract. Revision of this Contract must be agreed to by both parties as evidenced by an addendum signed by their authorized representatives.

Contractor shall notify County, in writing, whenever it is unable to provide the required quality or quantity of services, or key personnel proposed in the application for contract are no longer available to provide services. Upon such notification, County and Contractor shall determine whether such inability will require a revision or early termination of this Contract.

In the event of termination, the Contractor will be notified in writing in accordance with the Section of this Contract regarding "Notices".

Should County reimbursement from state or federal sources not be obtained or continued at a level sufficient to allow for payment for services in this Contract, the obligations of each party shall be terminated. Reduction in reimbursement or payment from state or federal sources shall be sufficient basis for County to reduce the amount of payment to Contractor notwithstanding that Contractor may have provided the services.

County reserves the right to withdraw any qualified recipient from the program, service, institution or facility of the Contractor at any time, when in the judgment of County, it is in the best interest of County or the qualified recipient so to do.

15. 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. Revision of this Contract must be agreed to by both parties as evidenced by an addendum signed by their authorized representatives.

16. INDEPENDENT CONTRACTOR

Nothing contained in this Contract shall constitute or be construed to create a partnership, joint venture or employee-employer relationship between County or its successors or assigns and 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.

17. SUBCONTRACTS

Assignment of any portion of the services by subcontract is prohibited except upon prior written approval of County.

18. CONTRACT ADJUSTMENTS

As set forth in section 46.09(1), Milwaukee County Code of General Ordinances, no contract or contract adjustment, except for services defined in subsection (3), shall take effect until approved by resolution of the County Board.

19. 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. Contractor shall neither assign nor transfer any interest or obligation in this Contract without the prior written consent of County, unless otherwise provided herein.

20. RESOLUTION OF DISPUTES

Contractor may file a formal grievance or otherwise appeal decisions of County in accordance with County Policies and Procedures, and Milwaukee County Ordinances.

21. PROHIBITED PRACTICES

During the period of the Agreement, Contractor shall not hire, retain, or utilize for compensation any member, officer, or employee of the Milwaukee County Department of Child Support Enforcement representing County or any person who, to the knowledge of Contractor, has a conflict of interest, unless approved in writing by the Director of the Department of Child Support Enforcement. No employee of the Milwaukee County Department of Child Support Enforcement representing County 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 attests that it is familiar with Milwaukee County's Code of Ethics, Chapter 9 of Milwaukee County Code of General Ordinances which states in part, " No person shall offer or give to any public official or employee, directly or indirectly, and no public official or employee shall solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the public official's or employee's vote, official actions or judgment, or could reasonably be considered as a reward for any official action or inaction or omission by of the public official or employee. "

Said Chapter further states, "No person(s) with a personal financial interest in the approval or denial of a contract being considered by a County department or with an agency funded and regulated by a County department, may make a campaign contribution to any candidate for an elected County office that has final authority during its consideration. Contract considerations shall begin when a contract is submitted directly to a County department or to an agency until the contract has reached its final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval."

The use or disclosure by any party of any information concerning eligible clients or patients who receive services from Contractor, for any purpose not connected with the administration of Contractor's or County's responsibilities under this Contract is prohibited, except with the informed written consent of the eligible client or patient or the guardian of the client or patient.

22. REQUIRED DISCLOSURES

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

23. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Contractor certifies to the best of its knowledge and belief, that Contractor's Business Entity; its Principals, including all owners, partners, or stockholders; and Contractor's Personnel, including, but not limited to, Contractor's employees, officers, directors, board members, consultants, contractors, and agents whether defined as "Key Personnel" or not, billed for under this Contract:

- A. Are not currently excluded, debarred, suspended, proposed for debarment, or otherwise ineligible to participate in any Federal procurement or non-procurement programs; or
- B. Have not been charged with a criminal offense that falls within the ambit of 42 U.S.C. s. 1320a-7(a), but for which they have not yet been excluded, debarred, suspended, or otherwise declared ineligible; or
- C. Have not been excluded, debarred, suspended, or otherwise declared ineligible or voluntarily excluded from covered transactions by any other federal, state, county or local governmental department or agency;
- D. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, county or local governmental department or agency;
- E. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining or attempting to obtain, or performing a public (federal, state or local) transaction or Agreement under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- F. Are not presently indicted for or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in (D); and
- G. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

DEBARMENT BY MILWAUKEE COUNTY

Contractor may have any or all agreements with Milwaukee County terminated for cause, and/or may be debarred from future contracting opportunities with County for commission of, but not limited to, the following offenses: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing under a contract or agreement with the County; violation of Federal or State antitrust statutes; commission of embezzlement, theft, forgery or bribery; falsification or destruction of records including, but not limited to, case records, financial records, or billing records; making false statements; receiving stolen property; engaging in conduct or practices that endanger the health or safety of participants/families; failure to comply/cooperate with County Quality Assurance reviews or audits; failure to permit access to or provide documents and records requested by the County; failure to correct findings or other conditions identified in a Quality Assurance review, County audit or annual independent audit; any other breaches of this Agreement.

Department action debaring Contractors from future contractual relationships with the County extends to all owners, partners, officers, board members, or stockholders of Contractor and to all organizations, regardless of legal form of business, in which Contractor or any of the above individuals have any interest, as an employee, partner, officer, board member, or stockholder, or any other proprietary interest in a partnership, trust, corporation, or any other business which would allow them to influence an organization that is in a contractual relationship with, or attempting to obtain a contract or agreement with the County.

Any Contractor that has had one or more agreements with the County terminated for cause or default, or that has been debarred from contracting opportunities with the County for commission of any of the offenses enumerated above, shall not be permitted to apply for, or engage in, providing Services under any agreement with the County for a minimum of two years from commencement date of termination or debarment.

24. CONDITIONAL STATUS AND SUSPENSION

A. Conditional Status

“Conditional Status” is defined as a period of time for up to one year when an agency will be more closely monitored and reviewed for compliance with the provisions of this Contract. This monitoring may include site visits and requests for documentation/records review. In addition, the following restrictions or requirements may be applied solely or in combination:

- A restriction on the number of new referrals the Contractor may service.
- A restriction on the number of services the Contractor is allowed to provide.
- A requirement that prior to payment the Contractor shall submit documentation of services provided.

Agencies Subject to Conditional Status Include:

1. New Contractors

New Contractors will be subject to Conditional Status for one year from the effective date of the initial Contract.

2. Current Contractors

Current Contractors may be placed on Conditional Status when one of the following conditions occurs:

- a. Previous suspension, which may or may not include compliance with a corrective action plan.
- b. Critical incident/complaint, which may or may not include compliance with a corrective action plan.

Lack of compliance with a corrective action plan can lead to further sanctions as referenced in this Contract.

B. Suspension

County shall have the right to suspend the Contractor for a period to be determined by County for any or all of the following reasons:

1. Contractor has failed to comply or cooperate with a Quality Assurance Review or Audit.
2. Contractor has failed to correct findings or other conditions identified in a Milwaukee County audit or annual independent audit.
3. Contractor is under investigation as a result of a Critical Incident/Complaint.
4. Contractor is under investigation for fraudulent business practices.
5. Contractor has failed to comply with a corrective action plan from a previous audit/critical incident/complaint finding.
6. Findings resulting from a site review or audit of the Contractor that document quality concerns related to County policies, procedures, or services.
7. Failure of Contractor to respond to communication from County for a period of 30 days or more.
8. Other breaches of this Contract.

Contractors that are suspended will be prohibited from receiving new referrals or may be prohibited from providing any and all services for existing cases.

County reserves the right to determine the scope and duration of the suspension, as well as the process/methodology of any investigation resulting from the circumstances leading to the suspension.

The Contractor will be notified in writing in accordance with Section 26 (Notices) of this Contract of the reason for the suspension and the decision regarding reinstatement or termination.

Payments to Contractors Under Suspension

Suspended Contractors may be paid for authorized and substantiated services provided before or during a suspension. If the suspension is for a specific service or specific service within a specific program, the Contractor may be paid for other approved services provided during the suspension period. However, County reserves the right to withhold payment for all authorized and billed services if the nature of the suspension is for undocumented or otherwise unsubstantiated care provided by the Contractor to a Milwaukee County client or other actions by Contractor which have harmed or threatened to harm the welfare of Milwaukee County clients. Withholding such payments will remain in effect until a County review of the suspension is completed and a determination for reinstatement or termination of Contract is made.

25. LABOR PEACE AGREEMENT TO REDUCE THE LIKELIHOOD OF LABOR DISPUTES

Where applicable, Contractors shall comply with the provisions of Chapter 31 of the General Ordinances of Milwaukee County that is incorporated herein by reference and made a part of this Contract as if physically attached hereto.

26. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

- A. General Provision of Intent. Both parties to this Contract confirm their complete intention of complying with the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will undertake any and all changes in their respective data collection and sharing systems, in their patient and consumer relations programs, and in their medical record and information sharing systems to address current or future requirements of HIPAA as determined by the U.S. Department of Child Support Enforcement (HHS) or the Wisconsin Office of the Commissioner of Insurance.
- B. Changes to the Contract. Both parties agree that changes to the contract that might be necessary for one or both parties to meet the requirements of the Health Insurance Portability and Accountability Act shall be made upon discussion and execution of a document containing the necessary changes. Neither party will withhold agreement to reasonable modifications necessary to the Contract that are necessary for one or both parties to comply with HIPAA.

27. CIVIL RIGHTS COMPLIANCE PLAN

Contractor agrees that it will comply with the provisions of the *CRCP for Profit and Non-Profit Entities* which includes Affirmative Action, Equal Opportunity and Limited English Proficiency Plans, online at:

http://dcf.wisconsin.gov/civil_rights/plans_instructions.htm

Consistent with the requirements of the U.S. Department of Health and Human Services and the State of Wisconsin Department of Workforce Development (DWD), Contractor with 25 Employees AND any combination of funding in the amount of \$25,000 or more from Purchaser and/or the State are required to complete and submit a copy of a Civil Rights Compliance Plan (CRCP) to include Affirmative Action, Equal Opportunity, and Limited English Proficiency (LEP) Plans prior to execution of this agreement **or** Contractor may submit a copy of the State approval letter to Purchaser in lieu of the CRCP.

Contractor with direct State contracts with DWD with fewer than 25 employees, or Network Providers receiving less than \$25,000 in direct State funding are required to file a Letter of Assurance with DWD, and a copy with Milwaukee County. Contractor with fewer than 25 employees or Contractors receiving less than \$25,000 in funding or payment from Milwaukee County are required to file a Letter of Assurance with Milwaukee County.

Completion forms, instructions, sample policies and plans are posted on the State website at: Completion forms, instructions, sample policies and plans are posted on the State website at:

http://dcf.wisconsin.gov/civil_rights/default.htm

Milwaukee County will take constructive steps to ensure compliance of the contractor with the provisions of this subsection. Contractor agrees to comply with Civil Rights monitoring reviews performed by Milwaukee County including the examination of records and relevant files maintained by Contractor. Contractor further agrees to cooperate with Milwaukee County in developing, implementing, and monitoring corrective action plans that result from any reviews.

28. NOTICES

Notices to County provided for in this Contract shall be sufficient if sent by certified or registered mail, postage prepaid, to:

Lisa Marks, Director
Milwaukee County Department of Child Support Enforcement
Room 101- Courthouse
901 N. 9th St.
Milwaukee WI 53233

Notices to Contractor shall be sufficient if sent by certified or registered mail, postage prepaid to:

Orchid Cellmark Inc.
Attn: Director of Operations
2947 Eyde Parkway, Suite 110
East Lansing MI 48823

With a copy to:

Orchid Cellmark Inc.
Attn: Legal Department
4390 US Route One North
Princeton NJ 08540
Fax 609.750.6405

It is agreed by Contractor, that in conduct of its meetings, it will be guided by Wisconsin Statutes 19.81 et. seq.

29. CONTRACT CONTENT

The Contractor agrees to provide or arrange (as referenced in Section 1, Scope of Service), the provision of Covered Services in accordance with the description of services, including any other policies, bulletins, and memoranda as endorsed by the Milwaukee County Department of Child Support Enforcement and its respective divisions. This document, with all attached exhibits and attachments, constitute the entire Contract of the parties. This Contract supersedes all oral agreements and negotiations and all writings not herein referred to and incorporated. This Contract may be executed in two or more counterparts each of which shall be deemed as original.

Orchid Cellmark Inc.
Attn: Director of Operations
2947 Eyde Parkway, Suite 110
East Lansing MI 48823

With a copy to:

Orchid Cellmark Inc.
Attn: Legal Department
4390 US Route One North
Princeton NJ 08540
Fax 609.750.6405

It is agreed by Contractor, that in conduct of its meetings, it will be guided by Wisconsin Statutes 19.81 et. seq.

29. CONTRACT CONTENT

The Contractor agrees to provide or arrange (as referenced in Section 1, Scope of Service), the provision of Covered Services in accordance with the description of services, including any other policies, bulletins, and memoranda as endorsed by the Milwaukee County Department of Child Support Enforcement and its respective divisions. This document, with all attached exhibits and attachments, constitute the entire Contract of the parties. This Contract supersedes all oral agreements and negotiations and all writings not herein referred to and incorporated. This Contract may be executed in two or more counterparts each of which shall be deemed as original.

30. APPROVAL

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

County enters into this Contract as authorized by the Milwaukee County Board of Supervisors Resolution File No. _____ adopted on _____ and ratified by the Milwaukee County Executive on _____. Contractor enters into this Contract pursuant to and by authority of its Board of Directors at its meeting of _____

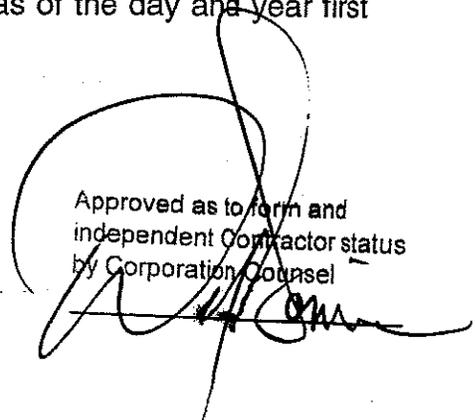
IN WITNESS WHEREOF, the parties to this Contract have caused this instrument to be executed by their respective proper officers effective as of the day and year first above written.

COUNTY:

Director

Date

Approved as to form and
independent Contractor status
by Corporation Counsel



30. APPROVAL

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

County enters into this Contract as authorized by the Milwaukee County Board of Supervisors Resolution File No. _____ adopted on _____ and ratified by the Milwaukee County Executive on _____. Contractor enters into this Contract pursuant to and by authority of its Board of Directors at its meeting of _____.

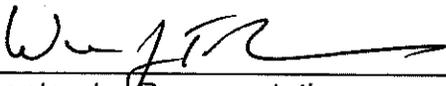
IN WITNESS WHEREOF, the parties to this Contract have caused this instrument to be executed by their respective proper officers effective as of the day and year first above written.

COUNTY:



Director Date
Department of Child Support Enforcement

CONTRACTOR:



Contractor Representative Date
Jan. 22, 2009

WILLIAM J. THOMAS

VICE PRESIDENT & GENERAL COUNSEL

(Please print name of person signing)

Rev 12/18/08

ATTACHMENT I

MILWAUKEE COUNTY DEPARTMENT OF CHILD SUPPORT ENFORCEMENT
AND
ORCHID CELLMARK INC.
SCHEDULE OF SERVICES TO BE PURCHASED AND COMPENSATION FOR
2009 PURCHASE OF SERVICE CONTRACT

Contractor shall perform all tasks, achieve the objectives set forth and comply with all terms in:

1. The County's September 2008 request for proposal.
2. The Contractor's proposal dated October 10, 2008.
3. The Contractor's Best and Final Response dated November 20, 2008.

These three items are incorporated by reference herein. If there is a variance between the Contractor's Proposal and the County's Request for Proposal, the latter shall be controlling, unless otherwise agreed to in writing. If there is a conflict between the County's Request for Proposal and the Contractor's Best and Final Response, the Contractor's Best and Final Response is controlling, unless otherwise agreed to in writing. The County and Contractor further agree that the Additional Added Services on page 3 of Contractor's Proposal, regarding the Electronic Result Reporting apply to this Agreement.

Contractor shall be compensated for work performed at the rate contained on page one of Contractor's Best and Final Response, said rate being \$32.25 per person tested, including deceased persons, inclusive of any and all costs, expenses and fees (including interstate and international samplings, at no additional charge).

ATTACHMENT II

MILWAUKEE COUNTY DEPARTMENT OF CHILD SUPPORT ENFORCEMENT
AND
ORCHID CELLMARK INC.
PAYMENT METHOD FOR 2009 PURCHASE OF SERVICE CONTRACT

Contractor shall provide County with monthly billings that shall include, but not be limited to, the following:

- A. Milwaukee County Circuit Court case number.
- B. Donor name and relationship to other parties.
- C. Date sample collected.

Without prior County approval, no more than one invoice is to be submitted per case, listing all parties tested. Invoices are to be sent to the Department accountant, or as the County otherwise directs. Invoices will be submitted for each completed test once all samples have been tested and the results sent to County.

Contractors shall have E-Mail access and the ability to submit electronic, Internet based on-line invoices to County. County shall determine all billing and invoice formats and procedures.

Contractor agrees to track testing provided through this contract to Milwaukee County Children's Court under a different account number than that used by Child Support. The billing for this account will be sent to Child Support, but shall be paid directly to Contractor by the Clerk of Circuit Court, Children's Court Division. Genetic test results under this account number shall be sent by Contractor to the Clerk of Circuit Court, Children's Division.

Contractor agrees to comply with all policies and procedures related to documentation of services provided under this contract as a condition of billing for said services, and shall submit to County billing reports for services provided on or before the tenth (10th) working day of the month following delivery of purchased services. Payment by County of Contractor's invoice does not absolve the Contractor from a final accounting and settlement upon submission and review of Contractor's annual audit, or from audit recoveries arising from an on-site audit of Contractor's case records or other documentation in support of services billed.

Invoices received thirty (30) days after the termination of this contract will not be considered for payment by County. County reserves the right to withhold payment where Contractor fails to deliver the contracted services in accordance with the terms of this contract or fails to submit invoices as required above.

County of Milwaukee
Inter-office communication

DATE: November 21, 2012

TO: Marina Dimitrijevic, Chairwoman, Milwaukee County Board of Supervisors

FROM: Jim Sullivan, Director, Department of Child Support Services

SUBJECT: **AUTHORIZATION TO RENEW CONTRACT TO PROVIDE CHILD SUPPORT SERVICES FOR PARTICIPANTS IN THE YWCA OF GREATER MILWAUKEE'S SUPPORTING FAMILIES THROUGH WORK TRANSITIONAL JOBS PROGRAM**

Issue: The YWCA of Greater Milwaukee operates a Department of Labor Transitional Jobs Grant, under which the YWCA pays Child Support Services to provide specified child support services to program participants. The contract is subject to annual renewal.

Discussion: The YWCA paid the Department \$97, 635.35 for the first year of the four year grant. In return, The Department provided staff assistance to program participants with various specified child support services, such as modifying support orders, addressing state-owed arrears and interest, and providing Alternative Payment Plans for repayment of arrears at a rate the participant can afford under the employment services provided by the grant.

Fiscal: A fiscal note is attached, reflecting no direct county fiscal impact, as the execution of this contract was anticipated and included in the 2013 budget .

Recommendation: The Department recommends that the County Board approve the contract for Child Support to provide services related to the Supporting Families Through Work Transitional Jobs Program.

Respectfully submitted,



Jim Sullivan, Director
Department of Child Support Services

cc: Chris Abele, Milwaukee County Executive
Mark Borkowski, Chair Committee on Judiciary, Safety, and General Services
Willie Johnson Jr., Co-Chair Committee on Finance, Personnel and Audit
David Cullen, Co-Chairman Committee on Finance, Personnel and Audit
Amber Moreen, Chief of Staff, Milwaukee County Executive's Office
Craig Kammholz, Fiscal and Budget Administrator, Department of Administrative Services
Jennifer Collins, Research Analyst- County Board
Antoinette Thomas-Bailey, Fiscal and Management Analyst- Department of Administrative Services
Steve Cady, Fiscal and Budget Analyst- County Board
Janellle Jensen, Committee Clerk-County Board

Attachments

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

4
5 File No. _____
6 (Journal, _____, 2012)

7 (Item _____) From the Director, Jim Sullivan, Department of Child Support Services, requesting
8 authorization to renew a contract to provide child support services for participants in the YWCA of
9 Greater Milwaukee's Supporting Families through Work Transitional Jobs Program, by recommending
10 adoption of the following:

11
12 **A RESOLUTION**

13
14 WHEREAS , the YWCA of Greater Milwaukee is in the second year of a four year Department of
15 Labor Transitional Jobs grant under which it has developed the Supporting Families through Work
16 Transitional Jobs Program; and

17
18 WHEREAS, the grant requires the YWCA to provide specified child support services to program
19 participants; and

20
21 WHEREAS, the Department of Child Support Services has personnel trained and experienced in
22 providing the required child support services and has provided these services under the grant for the
23 past year; and

24
25 WHEREAS, the YWCA of Greater Milwaukee proposes to pay Child Support Services \$97,635.35
26 for the second year of the four year grant, to provide these child support services; now therefore,

27
28 BE IT RESOLVED, that the Committee on Judiciary, Safety and General Services and the
29 Committee on Finance, Personnel and Audit of the Milwaukee County Board of Supervisors, hereby
30 authorize the Department of Child Support Services to renew the contract with the YWCA of Greater
31 Milwaukee to provide child support services to participants enrolled in the Supporting Families through
32 Work Transitional Jobs Program.
33

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 11/21/12

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: From Jim Sullivan , Director, Child Support Services, requesting authorization to renew a contract with the YWCA of Greater Milwaukee to participate in Supporting Families Through Work ,a Department of Labor Transitional Jobs Program.

FISCAL EFFECT:

- | | |
|--|--|
| <input type="checkbox"/> No Direct County Fiscal Impact | <input type="checkbox"/> Increase Capital Expenditures |
| <input checked="" type="checkbox"/> Existing Staff Time Required | <input type="checkbox"/> Decrease Capital Expenditures |
| <input type="checkbox"/> Increase Operating Expenditures
(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.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	0	0
	Revenue	97,635.35	97,635.35
	Net Cost	0	0
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

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

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

A. The Director of Child Support Services requests the County Board's authorization, by resolution, for the Department to renew a contract with the YWCA of Greater Milwaukee to participate in Supporting Families Through Work, a transitional jobs program.

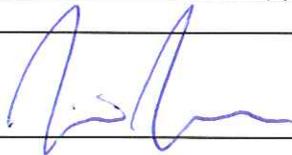
B. Anticipated revenues associated with this action in the current budget year are \$97,635.35.

C. The budgetary impact associated with this contract in the current year and the subsequent year, are \$97,635.35 annually.

D. No further assumptions are made.

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

Authorized Signature



Did DAS-Fiscal Staff Review? Yes No

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



COMMUNITY BUSINESS DEVELOPMENT PARTNERS
MILWAUKEE COUNTY

DBE Participation Recommendation - Professional Services

County Contract/Project Manager: John O'Shea Date: 11/21/12

Building: Courthouse Room No.: 101 Phone: 414-278-5119

Fund: Agency: Child Support Services Org No. 2432 Project No.:

Project Name: Supporting Families through Work

Work/Project Description (Scope): CSS is paid to provide child support services to participants in the YWCA's transitional jobs program.

Government Funding (State, Federal)? Yes [X] No [] If Yes, Type/Dept. United States Department of Labor [State or Federal (i.e. UMTA, DOT, FAA, etc.)]

Is Project/Contract: New [] Existing [] Amendment [] Continuing [] Extension [] Non-Profit Y/N Y (If Non-profit, please provide confirmation of Non-Profit Agency)

Estimated Amount \$97,635 Recommended DBE Participation (*) 0%

Contracting Opportunities (List SIC/NAICS codes - see DBD-012PS A form) N/A

RFP will be used (Yes/No) N/A Advertising Date: N/A Proposal Due Date: N/A

County Board Approval Yes County Board Committee: Judiciary, Safety and General Services, Committee on Finance and Audit

(*) A Zero (0%) percent total requires a WAIVER. If a Waiver is requested, please provide a detailed explanation, the completed Waiver Request (DBE-07) form, and have the Department/Division Head sign below. A waiver is requested based on the vendor's not for profit status and their commitment to working with all the citizens of Milwaukee County.

[Signature] Department/Division Administrator

(CBDP USE ONLY) Indicate Determination and Return Copy to Writer

Concur with Recommendation: or provide the following goal: %

The contract is exempt from the DBE goal: Yes [] No []

Approved: Date:

**YWCA of Greater Milwaukee
1915 North Dr. Martin Luther King Jr. Dr.
Milwaukee, Wisconsin 53212**

Service Agreement

Milwaukee County Department of Child Support Enforcement
901 North 9th Street, Room 101
Milwaukee, Wisconsin 53233

Agreement No. DOLTJ-051168-02
Effective Date: October 1, 2011
Ending Date: September 30, 2013

Milwaukee County Department of Child Support Enforcement (CSE) (Contractor) whose address 901 North 9th Street, Room 101, Milwaukee, Wisconsin 53233, will provide the services and materials listed below. YWCA of Greater Milwaukee, 1915 North Dr. Martin Luther King Jr. Drive, Milwaukee, Wisconsin 53212, (Grantor) agrees to accept services as detailed below, at the price and in accordance with the terms and conditions stated herein.

1. AGREEMENT TERMS

This agreement commences on the effective date shown on the face of this agreement and will continue for the term ending September 30, 2013. During the term of the agreement, changes or additions may be added to the agreement through the use of additional Supplements and must be made and agreed to by an authorized representative of both parties and in writing in order to be recognized as a change. The Grantor may terminate this agreement at any time without cause upon thirty (30) days' notice to Contractor, in which the Grantor shall pay Contractor for all sums to which it is entitled under this agreement through the date of termination. If it is the decision of the United States Department of Labor to terminate their Enhanced Transitional Jobs Contract, with the Grantor, or should the Grantor make the decision to terminate the contract for any reason, the Grantor may in turn terminate this Agreement at any time without cause upon thirty (30) days' notice to the Contractor, in which event the Grantor shall pay the Contractor all sums to which it is entitled under this Agreement through the date of termination.

2. SERVICES TO BE PROVIDED

Milwaukee County Department of Child Support Enforcement will assist *Supporting Families Through Work (SFTW)* program participants with establishing paternity, establishing and modifying support orders, freezing interest accrual on State owed arrearages, and reaching alternative child support payment plans. These services will be provided in the following manner:

- A. CSE will coordinate co-location of a *SFTW* representative at CSE offices and events for immediate program identification of potential participants;
- B. Provide a training template and technical assistance for Child Support 101 – a training designed to assist non-custodial parents in knowing their rights and responsibilities as it relates to Child Support obligations;
- C. Provide training to allow participants to access Child Support Online Services (CSOS)
- D. Work collaboratively with Legal Action of Wisconsin staff to provide payment histories and negotiate settlements consistent with state policy according to the following schedule:
 1. Upon program enrollment: Milwaukee County Child Support Enforcement will arrange for participants to receive a monthly statement of account by mail.
 2. Upon program enrollment Milwaukee County Child Support Enforcement will forgive 25% of interest on state owed arrears for the non-custodial parent (NCP) and freeze the accrual of additional interest;

3. Upon 4 months of at least 50% payment on current child support order(s) by the NCP: Milwaukee County Child Support Enforcement will forgive an additional 50% interest on state owed arrears;
 4. Placement into unsubsidized employment: Milwaukee County Child Support Enforcement will forgive the remaining 25% of state owed interest and negotiate on a case by case basis an Alternative Payment Plan for the NCP that will result in a lump sum payment and/or monthly payment plan to address remaining state arrears (principle and birth expenses).
- E. Provide YWCA, the Department of Labor and its authorized representatives with progress reports regarding non-custodial parents meeting ongoing child support obligations as reasonably requested.

3. PAYMENT FOR SERVICES

In consideration for the services to be performed by the Contractor, the Grantor agrees to pay a fee of \$8,136.25 per month. This contract is not to exceed \$97,635 for the contract period.

4. PAYMENT TERMS

The Contractor shall submit monthly invoices to the Grantor for work performed. The invoice shall include: an invoice number, dates covered by the invoice, and NCP cases reviewed. The Grantor shall pay the Contractor's fee within sixty (60) days after receipt of the invoice.

5. EXPENSES

The Contractor shall be responsible for all expenses incurred while performing services under this Agreement.

6. INDEPENDENT CONTRACTOR STATUS

The Contractor is an independent contractor, not the Grantor's employees. The Contractor's employees or contract personnel are not the Grantor's employees. The Contractor and the Grantor agree to the following rights consistent with an independent contractor relationship.

The Contractor:

- A. Has the right to perform services for others during the term of this Contract.
- B. Has the sole right to control and direct the means, manner, and method by which the services required by this Contract will be performed.
- C. Shall furnish the equipment and materials used to provide the services required by this Contract.
- D. Has the right to hire subcontractors or to use employees to provide the services required by this Contract.
- E. Or its employees or contract personnel shall perform all of the services required by this Agreement unless otherwise specified in Paragraph 2, of this contract.

7. CONTRACTOR RESPONSIBILITIES

The Contractor agrees to meet state and federal service standards and applicable state licensure and certification requirements as expressed by state and federal rules and regulations applicable to the services covered by this Contract and the following requirements:

- A. The Contractor shall adhere to the following audit requirements:

The Contractor must provide an annual audit to the Grantor, unless the audit requirement is waived by the Department. The standards for the vendor agency annual audits vary by type of agency as shown below.

1. Governmental Units: audits must be completed pursuant to OMB Circular A-128 and the *State Single Audit Guidelines*.
 2. Non-Profit Agencies and Institutions: audits must be completed pursuant to OMB Circular A-133 and *The Contractor Agency Audit Guide*. See OMB Circular A-133 for the distinction between vendors and sub recipients.
 3. For Profit Agencies: audits must be completed pursuant to the purchase contract language, the Department's *The Contractor Agency Audit Guide*, and the Department's Policies and Procedures.
- B. The Contractor shall maintain a uniform double entry accounting system and a management information system compatible with cost accounting and control systems.
- C. If the Contractor obtains services for any part of this Contract from another vendor, the Contractor is responsible for fulfillment of the terms of the contract and shall give prior written notification of such to the Grantor for approval.
- D. All services under this contract shall be provided in accordance with, but not limited to, the requirements of the US Department of Labor and applicable Wisconsin Statutes. The services must be provided in conformity with applicable state and federal requirements.
- E. The Contractor agrees to cooperate with the Grantor in developing and maintaining procedures for linking case management functions with the Grantor.
- F. The Contractor currently maintains an Administrative Complaint procedure pursuant to state policy and will continue to do so.
- G. The parties agree that any loss or expense including costs and attorney fees imposed by law will be charged to the agency responsible for the office, employee or agency whose actions caused the loss or expense.

8. CONFIDENTIALITY

The Contractor will not use or disclose, either during or after the term of this Agreement, any proprietary or confidential information of the Grantor or of program participants without the Grantor's prior written permission or that of the program participants except to the extent necessary to perform services on the Contractor's behalf.

Upon termination of the Contractor's services to the Grantor, or upon Grantor's request, the Contractor shall deliver to the Grantor all records in the Contractor's possession relating to the Grantor's business.

9. INDEMNITY

To the fullest extent permitted by law, Grantor and Contractor shall each be liable for their own acts, omissions and negligence and each agrees to indemnify and hold the other harmless for any injuries, losses, damages, costs and expenses resulting thereby. Contractor's liability shall be limited by Wisconsin Statutes §345.05(3) for automobile and §893.80(3) for general liability. Grantor and Contractor each represent that they are financially responsible and will therefore be able to respond in damages on account of any injuries, damages or losses so occasioned by their respective acts omissions and negligence.

- 9a. Under the indemnity provision set forth in the above paragraph, the Contractor provides proof of financial responsibility as follows: Contractor, Milwaukee County, is a municipal body corporate that self-funds for liability under §893.80 and 895.461 (1) of the Wisconsin Statutes, and automobile liability under Statute §345.05. Contractor, Milwaukee County, is also permissibly self-insured under Wisconsin Statute §102.28(2)(b) for Workers' Compensation. The protection is applicable to officers, employees and agents while acting within the scope of their employment or agency. Written documentation showing Proof of Financial Responsibility by the Contractor shall be provided to the Grantor.
- 9b. Under the indemnity provision set forth in the above paragraph, the Grantor agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Workers' Compensation laws and/or vicarious liability arising from employees or other parties. Such evidence shall include insurance coverage for Workers' Compensation claims as required by the State of Wisconsin, including Employer's Liability and insurance coverage for General, Automobile and Professional Liability each with a minimum of \$1,000,000 in coverage. Coverage shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Proof of insurance shall be provided in the form of a current insurance certificate with Milwaukee County listed as the certificate holder and as an additional insured.

10. AFFIRMATIVE ACTION/CIVIL RIGHTS COMPLIANCE

In connection with the performance of services under this Contract, the Contractor agrees not to discriminate against any employee, Enhanced Transitional Jobs participant or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Section 51.01(5) of the Wisconsin Statutes, sexual orientation or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Contractor further agrees to take affirmative action to ensure equal employment opportunities. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Division of Economics Support Civil Rights Compliance Officer setting for the provisions of this nondiscrimination policy.

The Contractor agrees to comply with Civil Rights monitoring reviews performed by the Grantor, including the examination of records and relevant files maintained by the Contractor. The Contractor further agrees to cooperate with the Grantor in developing, implementing, and monitoring corrective actions plans that result from any reviews.

11. VETERANS' PRIORITY PROVISIONS

The Jobs for Veterans Act (Public Law 107-288) requires grantees to provide priority of service for veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL. The regulations implementing this priority of service can be found at 20 CFR Part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans' priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Grantees must comply with DOL guidance on veteran's priority. ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL. TEGL No. 10-09 is available at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816.2816.

12. BUY AMERICAN ACT REQUIREMENT

- A. Compliance With Buy American Act.—None of the funds made available in this Act may be expended by an entity unless the entity agrees that in expending the funds the entity will comply with the Buy American Act (41 U.S.C. 10a et seq.).
- B. Sense of the Congress; Requirement Regarding Notice.—
 - 1. Purchase of American-made equipment and products.—In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available under this Act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.
 - 2. Notice to recipients of assistance.—In providing financial assistance using funds made available under this Act, the head of each Federal agency shall provide to each recipient of the assistance a notice describing the statement made in paragraph (1) by Congress.
- C. Prohibition of Contracts With Persons Falsely Labeling Products as Made in America.—If it has been finally determined by a court or Federal agency that any person intentionally affixed a label bearing a "Made in America" inscription, or any inscription with the same meaning, to any product sold in or shipped to the United States that is not made in the United States, the person shall be ineligible to receive any contract or subcontract made with funds made available in this subtitle, pursuant to the debarment, suspension, and ineligibility procedures described in sections 9.400 through 9.409 of title 48, Code of Federal Regulations, as such sections are in effect on the date of enactment of this Act, or pursuant to any successor regulations.

13. SALARY AND BONUS LIMITATIONS

In compliance with Public Laws 110-5 and 109-234, none of the funds appropriated in Public Law 110-5, Public Law 109-149 or prior Acts under the heading 'Employment and Training' that are available for expenditure on or after June 15, 2006, shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. See Training and Employment Guidance Letter (TEGL) number 5-06 for further clarification.

14. DEBARRED CONTRACTORS

Federal funds may not be used to directly or indirectly employ, award contracts to or otherwise engage the services of any contractor or subrecipient during any period of debarment, suspension or placement of ineligibility status. Grantees must certify that all contractors, subcontractors, lower-tier contractors and subrecipients are not listed in the federal publication that lists debarred, suspended and ineligible contractors.

15. CHANGES IN IMPLEMENTATION CONTRACT

If the US Department of Labor revises the Contract and such revisions affect the services to be provided by the Contractor under this Contract, the Grantor and the Contractor shall amend this Contract accordingly.

16. ADDITIONAL APPLICABLE PROVISIONS

The contractor must comply with all the following provisions:

- A. 29 CFR Part 93 (New Restrictions on Lobbying), 29 CFR Part 94 (Government-wide Requirements for Drug-Free Workplace (Financial Assistance), 29 CFR 95.13 and Part 98 (Government-wide Debarment and Suspension, and drug-free workplace requirements), and where applicable, 29 CFR Part 96 (Audit Requirements for Grants, Contracts, and Other Agreements) and 29 CFR Part 99 (Audits of States, Local Governments and Non-Profit Organizations).
- B. 29 CFR Part 2, subpart D – Equal Treatment in Department of Labor Programs for Religious Organizations, Protection of Religious Liberty of Department of Labor Social Service Providers and Beneficiaries.
- C. 29 CFR Part 31 – Nondiscrimination in Federally Assisted Programs of the Department of Labor – Effectuation of Title VI of the Civil Rights Act of 1964.
- D. 29 CFR Part 32 – Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance.
- E. 29 CFR Part 35 – Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance from the Department of Labor.
- F. 29 CFR Part 36 – Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance.
- G. 29 CFR Part 37 – Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998.

17. CONTRACT REVISIONS, RENEWAL AND/OR TERMINATION

- A. The Contractor's failure to comply with any terms of this contract may be considered cause for revision, suspension or termination by the Grantor.
- B. Revisions of this Contract must be agreed to by the Grantor and the Contractor by an addendum signed by the authorized representatives of both parties.
- C. If the Contractor is unable to provide the required quality or quantity of services required under this Contract, the Contractor shall immediately notify the Grantor thereof.
- D. The Grantor may terminate the Contract at any time without cause upon 30 days' notice to The Contractor, in which event The Grantor shall pay The Contractor for all sums to which it is entitled under this Contract through the date of termination.
- E. Renegotiations: This contract or any part thereof will be renegotiated in the case of (1.) increase or decreased volume of services; (2) changes required by federal or state laws or regulations or court action; or, (3) monies available affecting the substance of this contract.
- F. This contract may be renewed annually during the four year period of the grant, subject to the continuation of the DOL grant and the agreement of the parties.

18. RECORDS

- A. The Contractor shall maintain such records and financial statements as required by state and federal laws, rules, and regulations.
- B. The Contractor will allow inspection of records and programs, insofar as it is permitted by state and federal laws, by representatives of the Grantor, the US Department of Labor and its authorized agents, in order to confirm the Contractor's compliance with the specifications of this Contract.
- C. The use or disclosure by any party of any information concerning eligible clients who receive services from The Contractor for any purpose not connected with the administration of The Contractor's or The Grantor's responsibilities under this contract is prohibited except with the informed, written consent of the eligible client or the client's legal guardian.

19. CONDITIONS OF THE PARTIES OBLIGATIONS

- A. This contract is contingent upon authorization of Wisconsin and United States laws and any material amendment or repeal of the same affecting relevant funding or authority of

the US Department of Labor shall serve to terminate this Contract, except as further agreed to by the parties hereto.

- B. Nothing contained in this contract shall be construed to supersede the lawful powers or duties of either party.
- C. It is understood and agreed that the entire contract between the parties is contained herein, except for those matters incorporated herein by reference, and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.
- D. The Grantor shall be notified in writing of all complaints filed in writing against the Contractor. The Grantor shall inform the Contractor in writing with their understanding of the resolution of the complaint.
- E. Disclosure of Independence and Relationship:
 - 1. No Relationship.

When signing this contract, the Contractor certifies that no relationship exists between the Contractor and the Grantor that interferes with fair competition or is a conflict of interest, and no relationship exists between the Contractor and another person or organization that constitutes a conflict of interest with respect to this contract. If there is a conflict of interest, the Contractor must notify the Grantor's Contract Manager. The Grantor will refer this notice from the Contractor to the US Department of Labor's Contract Manager. The US Department of Labor Contract Manager may waive this provision in writing, if the activities of the Contractor will not be adverse to the interests of the US Department of Labor.

20. GENERAL

- A. The parties shall not assign this agreement without prior written consent of the other party, which consent shall not be reasonably withheld.
- B. This agreement shall be interpreted and construed in accordance with the laws of the State of Wisconsin applicable to contracts to be fully performed therein.
- C. This constitutes the entire agreement between parties; this agreement may not be modified except by conditions as outlined in paragraph one (1) "Agreement Terms" above.

Accepted by:
YWCA of Greater Milwaukee

Accepted by:
Milwaukee County Department of Child Support Enforcement

By: _____
(Signature)

By: _____
(Signature)

(Print or Type Name)

Jim Sullivan
Child Support Director

The County enters into this agreement as authorized by the Milwaukee County Board of Supervisors Resolution File No. _____, adopted on _____, and ratified by the Milwaukee County Executive on _____.

Approved by Risk Management (DOA): _____ Date: _____

Approved as to form, independent contractor status by Corporation Counsel: _____ Date: _____

Memorandum

DATE: November 29, 2012

TO: Marina Dimitrijevic, Chairwoman, Milwaukee County Board of Supervisors

FROM: Jim Sullivan, Director, Department of Child Support Services

RE: Revised Transitional Jobs Contract between Milwaukee County Child Support
and the YWCA

Milwaukee County Corporation Counsel requested two changes to the Transitional Jobs Contract that we submitted to you on Wednesday, November 21, 2012.

The first change can be found at the end of paragraph one and addresses Child Support Services' ability to terminate the contract.

The second change removes specific statutes concerning liability, and states "liability shall be limited pursuant to Wisconsin Statutes".

**YWCA of Greater Milwaukee
1915 North Dr. Martin Luther King Jr. Dr.
Milwaukee, Wisconsin 53212**

Service Agreement

Milwaukee County Department of Child Support Enforcement
901 North 9th Street, Room 101
Milwaukee, Wisconsin 53233

Agreement No. DOLTJ-051168-02
Effective Date: October 1, 2011
Ending Date: September 30, 2013

Milwaukee County Department of Child Support Enforcement (CSE) (Contractor) whose address 901 North 9th Street, Room 101, Milwaukee, Wisconsin 53233, will provide the services and materials listed below. YWCA of Greater Milwaukee, 1915 North Dr. Martin Luther King Jr. Drive, Milwaukee, Wisconsin 53212, (Grantor) agrees to accept services as detailed below, at the price and in accordance with the terms and conditions stated herein.

1. AGREEMENT TERMS

This agreement commences on the effective date shown on the face of this agreement and will continue for the term ending September 30, 2013. During the term of the agreement, changes or additions may be added to the agreement through the use of additional Supplements and must be made and agreed to by an authorized representative of both parties and in writing in order to be recognized as a change. The Grantor may terminate this agreement at any time without cause upon thirty (30) days' notice to Contractor, in which the Grantor shall pay Contractor for all sums to which it is entitled under this agreement through the date of termination. If it is the decision of the United States Department of Labor to terminate their Enhanced Transitional Jobs Contract, with the Grantor, or should the Grantor make the decision to terminate the contract for any reason, the Grantor may in turn terminate this Agreement at any time without cause upon thirty (30) days' notice to the Contractor, in which event the Grantor shall pay the Contractor all sums to which it is entitled under this Agreement through the date of termination. The Contractor may terminate this agreement for cause if the Grantor fails to pay the Contractor's fee within sixty (60) calendar days after receipt of a monthly invoice. The Contractor may terminate this Agreement at any time without cause upon thirty (30) days' notice to the Grantor, in which event the Grantor shall pay the Contractor all sums to which it is entitled under this Agreement through the date of termination.

2. SERVICES TO BE PROVIDED

Milwaukee County Department of Child Support Enforcement will assist *Supporting Families Through Work (SFTW)* program participants with establishing paternity, establishing and modifying support orders, freezing interest accrual on State owed arrearages, and reaching alternative child support payment plans. These services will be provided in the following manner:

- A. CSE will coordinate co-location of a *SFTW* representative at CSE offices and events for immediate program identification of potential participants;
- B. Provide a training template and technical assistance for Child Support 101 – a training designed to assist non-custodial parents in knowing their rights and responsibilities as it relates to Child Support obligations;
- C. Provide training to allow participants to access Child Support Online Services (CSOS)
- D. Work collaboratively with Legal Action of Wisconsin staff to provide payment histories and negotiate settlements consistent with state policy according to the following schedule:
 1. Upon program enrollment: Milwaukee County Child Support Enforcement will arrange for participants to receive a monthly statement of account by mail.

2. Upon program enrollment Milwaukee County Child Support Enforcement will forgive 25% of interest on state owed arrears for the non-custodial parent (NCP) and freeze the accrual of additional interest;
3. Upon 4 months of at least 50% payment on current child support order(s) by the NCP: Milwaukee County Child Support Enforcement will forgive an additional 50% interest on state owed arrears;
4. Placement into unsubsidized employment: Milwaukee County Child Support Enforcement will forgive the remaining 25% of state owed interest and negotiate on a case by case basis an Alternative Payment Plan for the NCP that will result in a lump sum payment and/or monthly payment plan to address remaining state arrears (principle and birth expenses).

E. Provide YWCA, the Department of Labor and its authorized representatives with progress reports regarding non-custodial parents meeting ongoing child support obligations as reasonably requested.

3. PAYMENT FOR SERVICES

In consideration for the services to be performed by the Contractor, the Grantor agrees to pay a fee of \$8,136.25 per month. This contract is not to exceed \$97,635 for the contract period.

4. PAYMENT TERMS

The Contractor shall submit monthly invoices to the Grantor for work performed. The invoice shall include: an invoice number, dates covered by the invoice, and NCP cases reviewed. The Grantor shall pay the Contractor's fee within sixty (60) days after receipt of the invoice.

5. EXPENSES

The Contractor shall be responsible for all expenses incurred while performing services under this Agreement.

6. INDEPENDENT CONTRACTOR STATUS

The Contractor is an independent contractor, not the Grantor's employees. The Contractor's employees or contract personnel are not the Grantor's employees. The Contractor and the Grantor agree to the following rights consistent with an independent contractor relationship.

The Contractor:

- A. Has the right to perform services for others during the term of this Contract.
- B. Has the sole right to control and direct the means, manner, and method by which the services required by this Contract will be performed.
- C. Shall furnish the equipment and materials used to provide the services required by this Contract.
- D. Has the right to hire subcontractors or to use employees to provide the services required by this Contract.
- E. Or its employees or contract personnel shall perform all of the services required by this Agreement unless otherwise specified in Paragraph 2, of this contract.

7. CONTRACTOR RESPONSIBILITIES

The Contractor agrees to meet state and federal service standards and applicable state licensure and certification requirements as expressed by state and federal rules and regulations applicable to the services covered by this Contract and the following requirements:

A. The Contractor shall adhere to the following audit requirements:

The Contractor must provide an annual audit to the Grantor, unless the audit requirement is waived by the Department. The standards for the vendor agency annual audits vary by type of agency as shown below.

1. Governmental Units: audits must be completed pursuant to OMB Circular A-128 and the *State Single Audit Guidelines*.
2. Non-Profit Agencies and Institutions: audits must be completed pursuant to OMB Circular A-133 and *The Contractor Agency Audit Guide*. See OMB Circular A-133 for the distinction between vendors and sub recipients.
3. For Profit Agencies: audits must be completed pursuant to the purchase contract language, the Department's *The Contractor Agency Audit Guide*, and the Department's Policies and Procedures.

B. The Contractor shall maintain a uniform double entry accounting system and a management information system compatible with cost accounting and control systems.

C. If the Contractor obtains services for any part of this Contract from another vendor, the Contractor is responsible for fulfillment of the terms of the contract and shall give prior written notification of such to the Grantor for approval.

D. All services under this contract shall be provided in accordance with, but not limited to, the requirements of the US Department of Labor and applicable Wisconsin Statutes. The services must be provided in conformity with applicable state and federal requirements.

E. The Contractor agrees to cooperate with the Grantor in developing and maintaining procedures for linking case management functions with the Grantor.

F. The Contractor currently maintains an Administrative Complaint procedure pursuant to state policy and will continue to do so.

G. The parties agree that any loss or expense including costs and attorney fees imposed by law will be charged to the agency responsible for the office, employee or agency whose actions caused the loss or expense.

8. CONFIDENTIALITY

The Contractor will not use or disclose, either during or after the term of this Agreement, any proprietary or confidential information of the Grantor or of program participants without the Grantor's prior written permission or that of the program participants except to the extent necessary to perform services on the Contractor's behalf.

Upon termination of the Contractor's services to the Grantor, or upon Grantor's request, the Contractor shall deliver to the Grantor all records in the Contractor's possession relating to the Grantor's business.

9. INDEMNITY

To the fullest extent permitted by law, Grantor and Contractor shall each be liable for their own acts, omissions and negligence and each agrees to indemnify and hold the other harmless for any injuries, losses, damages, costs and expenses resulting thereby. Contractor's liability shall be limited pursuant to Wisconsin Statutes. Grantor and Contractor each represent that they are

financially responsible and will therefore be able to respond in damages on account of any injuries, damages or losses so occasioned by their respective acts omissions and negligence.

- 9a. Under the indemnity provision set forth in the above paragraph, the Contractor provides proof of financial responsibility as follows: Contractor, Milwaukee County, is a municipal body corporate that self-funds for liability under §893.80 and 895.461 (1) of the Wisconsin Statutes, and automobile liability under Statute §345.05. Contractor, Milwaukee County, is also permissibly self-insured under Wisconsin Statute §102.28(2)(b) for Workers' Compensation. The protection is applicable to officers, employees and agents while acting within the scope of their employment or agency. Written documentation showing Proof of Financial Responsibility by the Contractor shall be provided to the Grantor.
- 9b. Under the indemnity provision set forth in the above paragraph, the Grantor agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Workers' Compensation laws and/or vicarious liability arising from employees or other parties. Such evidence shall include insurance coverage for Workers' Compensation claims as required by the State of Wisconsin, including Employer's Liability and insurance coverage for General, Automobile and Professional Liability each with a minimum of \$1,000,000 in coverage. Coverage shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Proof of insurance shall be provided in the form of a current insurance certificate with Milwaukee County listed as the certificate holder and as an additional insured.

10. AFFIRMATIVE ACTION/CIVIL RIGHTS COMPLIANCE

In connection with the performance of services under this Contract, the Contractor agrees not to discriminate against any employee, Enhanced Transitional Jobs participant or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Section 51.01(5) of the Wisconsin Statutes, sexual orientation or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demolition or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Contractor further agrees to take affirmative action to ensure equal employment opportunities. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Division of Economics Support Civil Rights Compliance Officer setting for the provisions of this nondiscrimination policy.

The Contractor agrees to comply with Civil Rights monitoring reviews performed by the Grantor, including the examination of records and relevant files maintained by the Contractor. The Contractor further agrees to cooperate with the Grantor in developing, implementing, and monitoring corrective actions plans that result from any reviews.

11. VETERANS' PRIORITY PROVISIONS

The Jobs for Veterans Act (Public Law 107-288) requires grantees to provide priority of service for veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL. The regulations implementing this priority of service can be found at 20 CFR Part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans' priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Grantees must comply with DOL guidance on veteran's priority. ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible

spouses in all qualified job training programs funded in whole or in part by DOL. TEGL No. 10-09 is available at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816.
2816.

12. BUY AMERICAN ACT REQUIREMENT

- A. Compliance With Buy American Act.-None of the funds made available in this Act may be expended by an entity unless the entity agrees that in expending the funds the entity will comply with the Buy American Act (41 U.S.C. 10a et seq.).
- B. Sense of the Congress; Requirement Regarding Notice.-
 - 1. Purchase of American-made equipment and products.—In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available under this Act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.
 - 2. Notice to recipients of assistance.—In providing financial assistance using funds made available under this Act, the head of each Federal agency shall provide to each recipient of the assistance a notice describing the statement made in paragraph (1) by Congress.
- C. Prohibition of Contracts With Persons Falsely Labeling Products as Made in America.—If it has been finally determined by a court or Federal agency that any person intentionally affixed a label bearing a "Made in America" inscription, or any inscription with the same meaning, to any product sold in or shipped to the United States that is not made in the United States, the person shall be ineligible to receive any contract or subcontract made with funds made available in this subtitle, pursuant to the debarment, suspension, and ineligibility procedures described in sections 9.400 through 9.409 of title 48, Code of Federal Regulations, as such sections are in effect on the date of enactment of this Act, or pursuant to any successor regulations.

13. SALARY AND BONUS LIMITATIONS

In compliance with Public Laws 110-5 and 109-234, none of the funds appropriated in Public Law 110-5, Public Law 109-149 or prior Acts under the heading 'Employment and Training' that are available for expenditure on or after June 15, 2006, shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. See Training and Employment Guidance Letter (TEGL) number 5-06 for further clarification.

14. DEBARRED CONTRACTORS

Federal funds may not be used to directly or indirectly employ, award contracts to or otherwise engage the services of any contractor or subrecipient during any period of debarment, suspension or placement of ineligibility status. Grantees must certify that all contractors, subcontractors, lower-tier contractors and subrecipients are not listed in the federal publication that lists debarred, suspended and ineligible contractors.

15. CHANGES IN IMPLEMENTATION CONTRACT

If the US Department of Labor revises the Contract and such revisions affect the services to be provided by the Contractor under this Contract, the Grantor and the Contractor shall amend this Contract accordingly.

16. ADDITIONAL APPLICABLE PROVISIONS

The contractor must comply with all the following provisions:

- A. 29 CFR Part 93 (New Restrictions on Lobbying), 29 CFR Part 94 (Government-wide Requirements for Drug-Free Workplace (Financial Assistance), 29 CFR 95.13 and Part 98 (Government-wide Debarment and Suspension, and drug-free workplace requirements), and where applicable, 29 CFR Part 96 (Audit Requirements for Grants, Contracts, and Other Agreements) and 29 CFR Part 99 (Audits of States, Local Governments and Non-Profit Organizations).
- B. 29 CFR Part 2, subpart D – Equal Treatment in Department of Labor Programs for Religious Organizations, Protection of Religious Liberty of Department of Labor Social Service Providers and Beneficiaries.
- C. 29 CFR Part 31 – Nondiscrimination in Federally Assisted Programs of the Department of Labor – Effectuation of Title VI of the Civil Rights Act of 1964.
- D. 29 CFR Part 32 – Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance.
- E. 29 CFR Part 35 – Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance from the Department of Labor.
- F. 29 CFR Part 36 – Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance.
- G. 29 CFR Part 37 – Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998.

17. CONTRACT REVISIONS, RENEWAL AND/OR TERMINATION

- A. The Contractor's failure to comply with any terms of this contract may be considered cause for revision, suspension or termination by the Grantor.
- B. Revisions of this Contract must be agreed to by the Grantor and the Contractor by an addendum signed by the authorized representatives of both parties.
- C. If the Contractor is unable to provide the required quality or quantity of services required under this Contract, the Contractor shall immediately notify the Grantor thereof.
- D. The Grantor may terminate the Contract at any time without cause upon 30 days' notice to The Contractor, in which event The Grantor shall pay The Contractor for all sums to which it is entitled under this Contract through the date of termination.
- E. Renegotiations: This contract or any part thereof will be renegotiated in the case of (1.) increase or decreased volume of services; (2) changes required by federal or state laws or regulations or court action; or, (3) monies available affecting the substance of this contract.
- F. This contract may be renewed annually during the four year period of the grant, subject to the continuation of the DOL grant and the agreement of the parties.

18. RECORDS

- A. The Contractor shall maintain such records and financial statements as required by state and federal laws, rules, and regulations.
- B. The Contractor will allow inspection of records and programs, insofar as it is permitted by state and federal laws, by representatives of the Grantor, the US Department of Labor and its authorized agents, in order to confirm the Contractor's compliance with the specifications of this Contract.
- C. The use or disclosure by any party of any information concerning eligible clients who receive services from The Contractor for any purpose not connected with the administration of The Contractor's or The Grantor's responsibilities under this contract is prohibited except with the informed, written consent of the eligible client or the client's legal guardian.

19. CONDITIONS OF THE PARTIES OBLIGATIONS

- A. This contract is contingent upon authorization of Wisconsin and United States laws and any material amendment or repeal of the same affecting relevant funding or authority of the US Department of Labor shall serve to terminate this Contract, except as further agreed to by the parties hereto.
- B. Nothing contained in this contract shall be construed to supersede the lawful powers or duties of either party.
- C. It is understood and agreed that the entire contract between the parties is contained herein, except for those matters incorporated herein by reference, and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.
- D. The Grantor shall be notified in writing of all complaints filed in writing against the Contractor. The Grantor shall inform the Contractor in writing with their understanding of the resolution of the complaint.
- E. Disclosure of Independence and Relationship:
 - 1. No Relationship.

When signing this contract, the Contractor certifies that no relationship exists between the Contractor and the Grantor that interferes with fair competition or is a conflict of interest, and no relationship exists between the Contractor and another person or organization that constitutes a conflict of interest with respect to this contract. If there is a conflict of interest, the Contractor must notify the Grantor's Contract Manager. The Grantor will refer this notice from the Contractor to the US Department of Labor's Contract Manager. The US Department of Labor Contract Manager may waive this provision in writing, if the activities of the Contractor will not be adverse to the interests of the US Department of Labor.

20. GENERAL

- A. The parties shall not assign this agreement without prior written consent of the other party, which consent shall not be reasonably withheld.
- B. This agreement shall be interpreted and construed in accordance with the laws of the State of Wisconsin applicable to contracts to be fully performed therein.
- C. This constitutes the entire agreement between parties; this agreement may not be modified except by conditions as outlined in paragraph one (1) "Agreement Terms" above.

Accepted by:
YWCA of Greater Milwaukee

Accepted by:
Milwaukee County Department of Child Support Enforcement

By: _____
(Signature)

By: _____
(Signature)

(Print or Type Name)

Jim Sullivan
Child Support Director

The County enters into this agreement as authorized by the Milwaukee County Board of Supervisors Resolution File No. _____, adopted on _____, and ratified by the Milwaukee County Executive on _____.

Approved by Risk Management (DOA): _____ Date: _____

Approved as to form, independent contractor status by Corporation Counsel: _____ *Date:* _____

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) 278-5115
FAX (414) 223-1264
WEBSITE: www.wicourts.gov



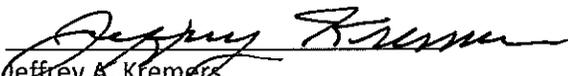
To: Chairwoman Marina Dimitrijevic
From: Chief Judge Jeffrey Kremers
Copy: Supervisor Mark Borkowski, Chair-Judiciary, Safety & General Services Committee
Supervisor Willie Johnson, Jr., Co-Chair-Finance, Personnel & Audit Committee
Supervisor David Cullen, Co-Chair-Finance, Personnel & Audit Committee
Date: November 27, 2012
RE: Item for next Judiciary, Safety & General Services and Finance, Personnel & Audit Committee Meetings

Please place the following item on the next Judiciary, Safety and General Services and Finance, Personnel and Audit Committee Meetings:

- Requesting permission to transfer \$25,000 from the 2012 Wisconsin Community Services (WCS) Repeat Intoxicated Driver Intervention Program (SCRAM services) contract to the 2012 WCS Pretrial Drug Testing contract and to increase the not to exceed amount on the 2012 WCS Pretrial Drug Testing contract from \$158,274 to \$183,274 by reducing the not to exceed amount of the 2012 WCS Repeat Intoxicated Driver Intervention Program from \$512,051 to \$487,051.

Please contact me if you have any questions.

Thank you.


Jeffrey A. Kremers
Chief Judge
Milwaukee County

File No.

Journal,

(ITEM NO.) From the Chief Judge, requesting permission to transfer \$25,000 from the 2012 Wisconsin Community Services (WCS) Repeat Intoxicated Driver Intervention Program (SCRAM services) contract to the 2012 WCS Pretrial Drug Testing contract and to increase the not to exceed amount on the 2012 WCS Pretrial Drug Testing contract from \$158,274 to \$183,274 by reducing the not to exceed amount of the 2012 WCS Repeat Intoxicated Driver Intervention Program from \$512,051 to \$487,051.

A RESOLUTION

WHEREAS, The Milwaukee County Board of Supervisors adopted the 2012 budget, File No. 11-426, on November 7, 2011, and approved by the County Executive, which included funding for alternatives to incarceration with contract responsibilities to include oversight and administration by the Chief Judge of Milwaukee County; and

WHEREAS, The Chief Judge executed 2012 professional services contracts with WCS for provision of Repeat Intoxicated Driver Intervention Programming and Pretrial Drug Testing services; and

WHEREAS, As a result of Milwaukee County's participation in the National Institute of Corrections Evidence-Based Decision Making Initiative and implementation of Universal Screening, pretrial service programs have undergone significant re-design; and

WHEREAS, This program re-design resulted in unused SCRAM funds due to reduced utilization of SCRAM units for pretrial defendants and an increase in the number of defendants on pretrial supervision ordered to pretrial drug testing, resulting in a drug testing budget deficit; therefore

BE IT RESOLVED, that the Milwaukee County Board of Supervisors does hereby authorize the Chief Judge to transfer \$25,000 from the 2012

Wisconsin Community Services (WCS) Repeat Intoxicated Driver Intervention Program (SCRAM services) contract to the 2012 WCS Pretrial Drug Testing contract, and to increase the not to exceed amount on the 2012 WCS Pretrial Drug Testing contract from \$158,274 to \$183,274 by reducing the not to exceed amount of the 2012 WCS Repeat Intoxicated Driver Intervention Program from \$512,051 to \$487,051.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 11/27/2012

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: WCS Pretrial Drug Testing Deficit-Transfer of Funds from WCS Repeat Intoxicated Driver Intervention Program

FISCAL EFFECT:

- | | |
|--|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact | <input type="checkbox"/> Increase Capital Expenditures |
| <input type="checkbox"/> Existing Staff Time Required | <input type="checkbox"/> Decrease Capital Expenditures |
| <input type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues |
| <input checked="" 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.

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

DESCRIPTION OF FISCAL EFFECT

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

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

Transfer \$25,000 from the 2012 Wisconsin Community Services (WCS) Repeat Intoxicated Driver Intervention Program (SCRAM services) contract to the 2012 WCS Pretrial Drug Testing contract and increase the not to exceed amount on the 2012 WCS Pretrial Drug Testing contract from \$158,274 to \$183,274 by reducing the not to exceed amount of the 2012 WCS Repeat Intoxicated Driver Intervention Program from \$512,051 to \$487,051. No fiscal impact. Absorbed within agency budget.

Department/Prepared By Holly Szablewski/Dave Ehlinger

Authorized Signature



Did DAS-Fiscal Staff Review? Yes No

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

**COUNTY OF MILWAUKEE
INTER-OFFICE MEMORANDUM**

DATE: November 26, 2012
TO: Supervisor Marina Dimitrijevic, County Board Chairwoman
FROM: John Barrett, Clerk of Circuit Court/Register in Probate
SUBJECT: Legal Aid Society GAL Contract

Request

The Clerk of Circuit Court is requesting authorization to enter into a contract with the Legal Aid Society, a non-profit organization in the amount of \$1,814,400 in 2013, \$1,834,000 in 2014 and \$1,859,200 in 2015. This contract allows legal staff from the Legal Aid Society to represent indigent parties in Milwaukee County Family and Children's court cases as appointed by the Courts. This contract is the result of a Request for Proposal process and is also a continuation of a long-standing and successful relationship between the Courts and the Society.

There are sufficient funds in the budget to cover the cost of the contract.

Fiscal

The cost of this contract is \$1,814,400 in 2013, \$1,834,000 in 2014 and \$1,859,200 in 2015. There are sufficient funds in the Combined Courts Related Operations budget to cover these costs.

John Barrett

smg

cc: Supervisor Willie Johnson, Jr., Co-Chair, Finance, Personnel and Audit Committee
Supervisor David Cullen, Co-Chair, Finance, Personnel and Audit Committee
Supervisor Mark Borkowski, Chair, Judiciary, Safety & General Services Committee

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36

(ITEM *) From the Clerk of Circuit Court requesting authorization to enter into a contract with the Legal Aid Society.

A RESOLUTION

WHEREAS, the Clerk of Circuit Court is requesting permission to enter into a three-year contract with the Legal Aid Society. The amount for the first year of the contract, from January 1 through December 31, 2013 will be \$1,814,400, the second year, from January 1 through December 31, 2014 will be \$1,834,000, and the third year, from January 1 through December 31, 2015 will be \$1,859,200;
And

WHEREAS, this contract allows legal staff from the Legal Aid Society to act as Guardians ad litem in Milwaukee County court cases involving indigent parties, as appointed by the Courts; and

WHEREAS, this contract is the result of a Request for Proposal process and also is the continuation of a long-standing and successful relationship between the Courts and the Society;

WHEREAS, there are sufficient funds in the budget to cover the cost of this contract; now, therefore

BE IT RESOLVED, that the contract between Milwaukee County and the Legal Aid Society is authorized to allow legal staff to act as Guardians ad litem in Milwaukee County Family and Children's court cases involving indigent parties, as approved by the courts.

Fiscal

The cost of the contract is \$1,814,400 in 2013, \$1,834,000 in 2014 and \$1,859,200 in 2015. There are sufficient funds in the Combined Courts Related Operational budget to cover these costs within accounts 0001-200-2821-6108 (Professional Services Recurring) and 0001-200-2861-6108 (Professional Services Recurring).

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 11/20/12

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Execution of Contract

FISCAL EFFECT:

- | | |
|---|--|
| <input type="checkbox"/> No Direct County Fiscal Impact
<input type="checkbox"/> Existing Staff Time Required
<input type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below)
<input checked="" type="checkbox"/> Absorbed Within Agency's Budget
<input type="checkbox"/> Not Absorbed Within Agency's Budget
<input type="checkbox"/> Decrease Operating Expenditures
<input type="checkbox"/> Increase Operating Revenues
<input type="checkbox"/> Decrease Operating Revenues | <input type="checkbox"/> Increase Capital Expenditures
<input type="checkbox"/> Decrease Capital Expenditures
<input type="checkbox"/> Increase Capital Revenues
<input type="checkbox"/> Decrease Capital Revenues
<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
Operating Budget	Expenditure		1,814,400
	Revenue		
	Net Cost		1,814,400
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

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

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

A. The proposed contract for 2013 through 2015 will allow the legal staff of the Legal Aid Society, a non-profit organization, the ability to represent indigent parties in Milwaukee County court cases as appointed by the Courts.

B. The contract provides for 2,800 cases each year as per the following schedule:

<u>Calendar year 2013</u>	<u>2,800 cases @ \$648/case = \$1,814,400</u>
<u>Calendar year 2014</u>	<u>2,800 cases @ \$655/case = \$1,834,000</u>
<u>Calendar year 2015</u>	<u>2,800 cases @ \$664/case = \$1,859,200</u>

C. There are sufficient funds to cover the cost of the contract in within A/C 0001-200-2821-6108 (Family Division) and A/C 0001-200-2861-6108 (Children's Division)

D. The contract between Milwaukee County and the Legal Aid Society is a renewal of an on-going contract.

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

Department/Prepared By David P. Ehlinger, CPA

Authorized Signature  _____

Did DAS-Fiscal Staff Review? Yes No



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

DBE Participation Recommendation - Professional Services

County Contract/Project Manager: _____ David P. Ehlinger, CPA _____ Date: _____ 11/20/12 _____
 Building: _____ Courthouse _____ Room No.: _____ 104-I _____ Phone: _____ 414-278-4635 _____
 Fund: _____ 0001 _____ Agency: _____ 200 _____ Org No. _____ 2821 & 2861 _____ Project No.: _____ n/a _____
 Project Name: _____ Guardian ad Litem services _____
 Work/Project Description (Scope): _____ Guardian ad Litem services as required by judicial appointment _____

Government Funding (State, Federal)? Yes _____ No XX If Yes, Type/Dept. _____
 [State or Federal (i.e. UMTA, DOT, FAA, etc.)]

Is Project/Contract: New ___ Existing ___ Amendment ___ Continuing XX Extension ___ Non-Profit Y/N ___
 (If Non-profit, please provide confirmation of Non-Profit Agency)

_____ Estimated Amount _____	_____ Recommended DBE Participation (*) _____
\$ _____ 1,814,400 (2013) _____	_____ Zero _____ % _____

Contracting Opportunities (List SIC/NAICS codes - see DBD-012PS A form) _____

8111	561110	Legal Services
------	--------	----------------

RFP will be used (Yes/No) ___ Yes ___ Advertising Date: _____ 7/30/12 _____ Proposal Due Date: _____ 9/14/12 _____
 County Board Approval ___ Pending ___ County Board Committee: _____ (a) Finance and (b) Judiciary _____

(*) A Zero (0%) percent total requires a WAIVER. If a Waiver is requested, please provide a detailed explanation, the completed Waiver Request (**DBE-07**) form, **and** have the Department/Division Head sign below.

Efficiencies are obtained both in the Clerk of Circuit Court's office as well as by judicial review by having one vendor performing the majority of Guardian ad Litem Services. The Legal Aid Society of Milwaukee is the only local law firm large enough to handle the case volume of the contracted 2,800 cases per year.

 John Barrett, Clerk of Circuit Court / Register in Probate
 Department/Division Administrator

=====

(CBDP USE ONLY) Indicate Determination and Return Copy to Writer

Concur with Recommendation: _____, or provide the following goal: _____ %
 The contract is exempt from the DBE goal: Yes _____ No _____

Approved _____ Judiciary - December 6, 2012 - Page 72 Date: _____



COMMUNITY BUSINESS DEVELOPMENT PARTNERS
MILWAUKEE COUNTY

WAIVER REQUEST FORM

Completion of this form is required before a request for a DBE waiver can be approved.¹

Upon completion, please return to DBE Liaison Officer.

Please complete the following information:

Department Requesting Waiver: Clerk of Circuit Court

Department Contact Person & Phone Number:

David P. Ehlinger, Fiscal Operations Administrator – Courts, 414-278-4635

Type of Contract Service (Service being provided & name of vendor/provider):

Legal Aid Society of Milwaukee

Guardian ad Litem services to represent indigent parties in Milwaukee County court cases as appointed by the Courts.

Contract Amount and Term: Each contract year is for 2,800 cases per year. Calendar year 2013 = \$4,814,400, calendar year 2014 = \$1,834,000, and calendar year 2015 = \$1,859,200

Rationale for Waiver Request (Why you are recommending no DBE participation?):

Within the Request for Proposal (RFP) process, only two firms submitted a proposal. The Legal Aid Society was the only firm to submit a proposal covering both Family Division and Children's Division cases. Efficiencies are obtained both for the Clerk of Circuit Court's office as well as judicial review by having one vendor performing the majority of Guardian ad Litem services. The Legal Aid Society is the only local organization large enough to handle the case volume.

Request for additional information:

A) What do you recommend directly or indirectly to include DBE participation?

B) If DBE participation is not possible, is there a way to improve equal employment opportunities?

The Legal Aid Society is one of the nation's oldest, continuously operating public interest law firms. One of the goals of the firm, accomplished through this contract, is to provide free legal services to Milwaukee County's most vulnerable residents who are too poor to afford legal counsel. More information can be found on their website, www.lasmilwaukee.com.

C) Can DBE participation be included for the contractor in other areas related or unrelated to this project?

No, the services provided are legal services.

¹ Authority to grant DBE waivers is vested in CDBP, in accordance with Federal regulations, 49 CFR, Part 26, and Milwaukee County Ordinances, Chapters 42.

**GUARDIAN AD LITEM SERVICES FEE AGREEMENT BETWEEN
LEGAL AID SOCIETY OF MILWAUKEE, INC.
AND MILWAUKEE COUNTY**

Milwaukee County, a municipal body corporate in the State of Wisconsin, and the Legal Aid Society of Milwaukee, Inc., a Wisconsin non-profit corporation, hereinafter respectively described as “County” and “Society,” agree as follows:

PREAMBLE

Milwaukee County and the Legal Aid Society of Milwaukee aspire to create a guardian ad litem office modeled on the *Best Practice Guidelines of the National Association of Counsel for Children*. The parties recognize that current economic realities facing Milwaukee County government preclude adequate funding to achieve the recommended caseload and other standards contained therein. Nonetheless, the County and the Society pledge their cooperation to work towards achieving their common aspiration, including but not limited to seeking outside funding for the guardian ad litem office.

I. PURPOSE.

Milwaukee County may be required by Wisconsin law or by order of a court to provide payment for services of guardians ad litem when authorized by the court. Guardians ad litem are allowed reasonable compensation for their services, which services are dependent upon court determination and review. The participating court-appointed counsel or guardians ad litem, whether as a law firm or as individuals, act as independent agents and are required to meet the professional standards of the courts, statutes, Rules of Professional Conduct for Attorneys, and legal community. Milwaukee County acts as a fiscal agent in cases where payment is authorized by the court to be made by the County for reasonable compensation for services. The purpose of this agreement is to set forth the fiscal procedures and proper use and fee schedule for payment.

II. SOCIETY.

The Society agrees to and understands the following:

- A. The Society shall provide legal representation to indigent minors and incompetents in all Milwaukee County Circuit Court branches as duly appointed guardians ad litem or other

court-appointed counsel. The staff for this representation shall be sufficient to provide the services required by this agreement, as determined by the Society, including lawyers, investigative social workers, and support staff.

- B. The Society shall provide administrative, supervisory, and consultant services necessary for efficient operations and fulfillment of obligations assumed by it herein.
- C. The Society and its personnel shall comply with all federal, state and local laws and regulations and shall maintain in good standing all licenses and certifications relating to the services provided pursuant to this agreement. GALs shall meet face to face with wards before all contested final hearings.
- D. Legal representation shall consist of providing guardian ad litem services or other court-appointed counsel in 2,800 cases per year from January 1, 2013 through December 31, 2015. A “case” for this purpose shall be defined as (1) each new petition, which shall include the first Permanency Plan hearing; (2) each subsequent Permanency Plan Review on a TPR or CHIPS case where no other petition is pending; (3) each new petition for a sibling where an existing order exists; (4) each objection to a notice of change in placement, each counting as one case; (5) each case with a jury trial demand, where discovery has been completed and the case prepared for trial, shall count as an additional separate case; (6) each *Machner* hearing in which the GAL acts as appellate counsel shall count as an additional separate case; (7) each Court of Appeals or Supreme Court proceeding in which a Notice of Appeal is served on the GAL shall count as an additional separate case; (8) each Family Court matter in which a paternity case is filed against a third party after the husband defeats the marital presumption shall count as an additional separate case; (9) each Children’s Court case in which a parent enters Phase II of the Family Drug Treatment Court shall count as an additional separate case.
- E. The Society may elect to accept appointments from the Milwaukee County Circuit Court to provide representation in more cases than required by paragraph II-D, *supra*. In the event that such additional cases are accepted by the Society, Milwaukee County shall compensate the Society for each case in the amount of \$648 for cases in excess of 2,800 accepted in calendar year 2013, \$655 for cases accepted in 2014, and \$664 for cases accepted in 2015. Such compensation shall be made within fifteen (15) days of the Office of the Clerk of Court’s receiving an affidavit from the Executive Director of the

Society, attesting to the number of cases to which the Society has been appointed in excess of the amount provided for in paragraph II-D of this agreement. This affidavit may be submitted as soon as an appointment by the Court is accepted by the Society or at any time thereafter.

- F. Annually, the Society shall submit a certified audit report of its income and disbursements. The audit report shall include:
- 1) Explicit assurance that, on the basis of normal tests, documentation of expenditures charged to the County is adequate in terms of criteria generally applied for income tax purposes, and that the expenditures are consistent in nature with the intent of the County's appropriations and with normal County expenditure limitations.
 - 2) Representatives of Milwaukee County shall have the right of access to financial and other records of the Society as may be necessary to evaluate or confirm the Society's charges for services performed under the contract.
- G. The Society shall prepare, when requested upon reasonable notice, monthly statistical data (including case number and type) demonstrating the nature and volume of work performed in each area of service in a requested month, in compliance with statutory reporting requirements.

III. COUNTY.

The County agrees to and understands the following:

- A. Milwaukee County shall continue to provide the Society with suitable furnished office space, as well as providing office furniture and machines, telephone services, interface with the Circuit Court's computerized case calendaring and case management system, file storage space, heat, light, maintenance and janitorial service at the Milwaukee County Children's Court Center. The Society shall continue to provide office space at its downtown office for Society staff serving the branches of the Milwaukee County Circuit Court located at 901 North Ninth Street, Milwaukee, Wisconsin.
- B. Payment totaling \$1,814,400 (=2,800 x \$648) shall be remitted in twelve monthly installments of \$151,200 during the 2013 calendar year. Payment totaling \$1,834,000 (=2,800 x \$655) shall be remitted in twelve monthly installments of \$152,833.33 during

the 2014 calendar year. Payment totaling \$1,859,200 (=2,800 x \$664) shall be remitted in twelve monthly installments of \$154,933.33 during the 2015 calendar year.

- C. The Society shall receive reimbursement at Milwaukee County's standard rate for out-of-county home visits that take place more than 50 miles from Milwaukee County. GALs in Family Court cases shall not be required to prepare orders, findings, and judgments in cases where at least one party is represented by private counsel.
- D. In the event that the County determines, based on the statistical data submitted pursuant to sec. II-G, *supra*, or through other accurate information, that the Society is unlikely to accept the number of appointments required by this fee agreement as provided in sec. II-D, *supra*, the County may prorate the monthly payments required by sec. II-B, *supra*, so that the total of the payments corresponds to the fraction of cases accepted as compared to the case levels set forth in sec. II-D, *supra*. If, at the end of this contractual term, the Society has accepted payments that exceed the multiplied product of the number of cases accepted times the average cost per case provided herein for the applicable calendar year, it shall refund to the County the amount that exceeds this product.

IV. ADDITIONAL PROVISIONS.

- A. Subject to prior approval of the Milwaukee County Board of Supervisors, this contract may be extended upon mutual consent with payments hereunder continuing on a monthly basis for the period of such extension.
- B. The Society shall notify the County in writing whenever it is unable to provide the required quality or quantity of services. Upon such notification, the parties shall mutually determine whether such inability will require a revision or termination of this agreement.
- C. The Society is, at all times, acting and performing as an independent contractor, duly authorized to perform the acts hereunder. The Society's staff are not employees of Milwaukee County.
- D. Indemnity: Except for acts done or taken at the direction of, or pursuant to County policy, procedures or personnel, or injuries occurring on County property allegedly due to property condition or maintenance, the Society shall indemnify, to the fullest extent permitted by the law, the County and its agents, officers and employees, from and against all loss or expense, including costs and attorneys' fees by reason of liability for damages,

including suits at law or in equity, caused solely, or, if in part then to that extent, by an wrongful, intentional or negligent act or omission of the Society or its agents, which may arise out of, or are in any manner connected with, the activities inherent in this agreement. It is not intended by this provision that the Society shall be obligated to defend or indemnify the County as a consequence of any claim wherein there are allegations, claims and/or findings against the County because of County policies, procedures, acts or omissions of County employees or directions given by County personnel to the Society or its personnel. The Society understands and agrees that financial responsibility for such claims or damages for bodily injury or property damage, including loss of use to any person or the Society's employees and agents, shall rest with the Society to the extent herein provided. The Society shall effect or maintain any insurance coverage, including but not limited to, Wisconsin Worker's compensation, Employer's Liability, and General, Professional and Automobile Liability, to support such financial obligations. This indemnification obligation shall not be reduced in any way by limitation on the amount or type of damages, compensation, or benefits payable under Worker's Compensation Acts or insurance provisions.

- E. Non-Discrimination, Equal Employment Opportunity and Affirmative Action.
- 1) No eligible client shall be denied services or be subject to discrimination because of age, race, religion, color, sex, national origin, sexual orientation, handicap, physical condition, or other developmental disability.
 - 2) The Society agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, sex, national origin, sexual orientation, handicap, physical condition, or other developmental disability as defined in sec. 51.01, Wis.Stats.
 - 3) The Society agrees to comply with the provisions of sec. 56.15, Milwaukee County General Ordinances, Equal Employment Opportunity Certificate for Milwaukee County, which is incorporated herein by reference.
- F. The Legal Aid Society shall comply with rules of the First Judicial Administrative District as published by the Chief Judge, reserving, however, its right to exercise independent professional discretion in representing the rights of its clients, consistent with the Rules of Professional Conduct for Attorneys.

- G. The validity, legality, and all matters relating to the interpretation and effect of this agreement, including any rider thereto, shall be governed by the laws of the State of Wisconsin and United States Constitution.
- H. This contract may be terminated by either party providing 120 days written notice to the other party. In the event of such termination, all property of Milwaukee County shall be returned.
- I. This agreement shall commence January 1, 2013, and terminate December 31, 2015.
Dated and executed this 25th day of November, 2012.

MILWAUKEE COUNTY

LEGAL AID SOCIETY
OF MILWAUKEE, INC.

Clerk of Circuit Court/Register in Probate

Executive Director
(No corporate seal)

Approved as to Form, Independent Contractor Status, and Risk Management:

Corporation Counsel

Department of Administration
(Risk Management)

Approved on behalf of the Judiciary of the Milwaukee County Circuit Court:

Chief Judge, Milwaukee County Circuit Court

DATE : November 15, 2012

TO : Supervisor Marina Dimitrijevic, Chairwoman, Board of Supervisors

FROM : Craig Kammholz, Fiscal and Budget Administrator, Department of Administrative Services

SUBJECT : Memorandum of Understanding with the City of Milwaukee Police Department to Cellular 9-1-1 Response Services

REQUEST

Approval is requested to enter in to a Memorandum of Understanding (MOU) with the Milwaukee Police Department (MPD), whereby the MPD will provide direct response to cellular 9-1-1 calls placed within or near the City limits. The term of the MOU is for three years (2013-2015), with an optional two-year extension (2016-17).

BACKGROUND/ANALYSIS

In late 2010, the Office of the Sheriff notified the County that it was implementing an agreement whereby cellular 911 calls placed within or near the City of Milwaukee would be directly transferred to the MPD. This arrangement was being undertaken because both the City and the Sheriff believed direct response by MPD would improve service by skipping the transfer of the calls from the Sheriff to MPD. The Sheriff indicated MPD would be willing to take on the call volume at no cost to the County.

During implementation of the transfer, MPD began to experience significant, unanticipated overtime costs due to higher than expected call volume. MPD subsequently suspended the transfer of remaining cellular providers from the Sheriff to MPD. As a result, the County and MPD reached a negotiated agreement whereby the County will pay MPD to service the calls directly so that MPD may hire 11 additional telecommunicators to service the calls.

The 2013 Adopted Budget contains a provision that provides funding to MPD in 2013 only. The MPD and the City of Milwaukee are opposed to this one-year arrangement due to the long-term costs it would realize by hiring full-time positions with only one year of guaranteed funding. Therefore, it is proposed that the attached three-year MOU, with an optional two-year extension, be approved so that MPD can justify hiring the additional full-time positions.

Significant elements of the MOU include:

- Payments by the County will total \$463,000 in 2013, \$472,260 in 2014, and \$481,705 in 2015.
- The arrangement will save County taxpayers an estimated \$425,208 over the three-year term of the deal based on the County's average cost-to-continue for staff that would have to be restored (including two positions eliminated in the 2012 budget) if the deal is rejected.
- If the servicing of cellular 911 calls were to be transferred to the City with no compensation, the County's tax levy cap could be reduced by the amount saved, per State Statutes 59.605(3)(c)1.1 or 66.0602(3)(i)1.1.

- The positions that would be abolished in the Office of the Sheriff are vacant, and would require no layoffs.

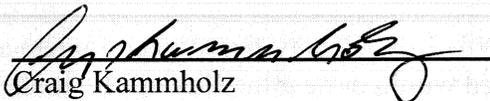
FISCAL NOTE

Funding for this item is included in the 2013 Recommended Budget. It is anticipated that this agreement will save approximately \$425,208 in costs over the three-year life of the agreement.

RECOMMENDATION

It is recommended that approval be granted to enter into the attached Memorandum of Understanding for the initial three-year period, commencing January 1, 2013.

Prepared By:
Joshua Fudge


Craig Kammholz
Fiscal and Budget Administrator

cc: Chris Abele, County Executive
Tom Barrett, Mayor, City of Milwaukee
Willie L. Hines Jr., Milwaukee Common Council President
David A. Clarke, Milwaukee County Sheriff
Edward Flynn, Chief, Milwaukee Police Department
Amber Moreen, Chief of Staff, County Executive's Office
Pat Farley, Director, Department of Administrative Services
Mark Nicolini, Budget Director, City of Milwaukee Department of Administration
Steve Cady, County Board Fiscal and Budget Analyst

1 From the Committee on, Reporting on:

3 File No.

4
5 (ITEM NO.) A resolution to approve entry into a Memorandum of
6 Understanding with the City of Milwaukee to purchase servicing of cellular 9-
7 1-1 calls placed within City limits:

8
9 **A RESOLUTION**

10
11 WHEREAS, the 2012 Adopted Budget provides \$4,007,031 in property tax
12 levy funding to the Office of the Sheriff to provide dispatcher services, including
13 response to emergency 9-1-1 phone calls; and

14
15 WHEREAS, the cost to continue for these services in the Office of the
16 Sheriff's 2013 Budget request totaled \$4,212,294, an increase over 2012 of
17 \$205,263 or 5 percent; and

18
19 WHEREAS, this agreement would implement the purchase by the County
20 of servicing of cellular 9-1-1 phone calls originated within the City of
21 Milwaukee from the City of Milwaukee Police Department; and

22
23 WHEREAS, the 2013 Budget for the Office of the Sheriff provides
24 resources for remaining services, including servicing of 9-1-1 phone calls
25 placed in suburban municipalities, and dispatch of Sheriff's resources; and

26
27 WHEREAS, the proposed agreement is for a total of \$463,000; and

28
29 WHEREAS, a two percent escalator is included in the agreement, which
30 would result in total expenditures of \$472,260 in 2014, and \$481,705 in 2015;
31 and

32
33 WHEREAS, it is estimated that this arrangement will save approximately
34 \$425,208 over the three-year life of the agreement versus the cost to continue
35 to provide this service in the Office of the Sheriff; and

36

37 WHEREAS, the proposed agreement includes one mutual two-year
38 optional extension, for which County Board approval would be required to
39 implement; now, therefore

40

41 BE IT RESOLVED, that Milwaukee County enters into the attached three-
42 year Memorandum of Understanding with the City of Milwaukee to purchase
43 servicing of cellular 9-1-1 calls placed within the City of Milwaukee, effective
44 January 1, 2013 to December 31, 2015; with an optional two-year extension
45 through December 31, 2017.

46

1 From the Committee on, Reporting on:

2

3

File No.

4

5 (ITEM NO.) A resolution to approve entry into a Memorandum of
6 Understanding with the City of Milwaukee to purchase servicing of cellular 9-
7 1-1 calls placed within City limits:

8

9

A RESOLUTION

10

11 WHEREAS, the 2012 Adopted Budget provides \$4,007,031 in property tax
12 levy funding to the Office of the Sheriff to provide dispatcher services, including
13 response to emergency 9-1-1 phone calls; and

14

15 WHEREAS, the cost to continue for these services in the Office of the
16 Sheriff's 2013 Budget request totaled \$4,212,294, an increase over 2012 of
17 \$205,263 or 5 percent; and

18

19 WHEREAS, this agreement would implement the purchase by the County
20 of servicing of cellular 9-1-1 phone calls originated within the City of
21 Milwaukee from the City of Milwaukee Police Department; and

22

23 WHEREAS, the 2013 Budget for the Office of the Sheriff provides
24 resources for remaining services, including servicing of 9-1-1 phone calls
25 placed in suburban municipalities, and dispatch of Sheriff's resources; and

26

27 WHEREAS, the proposed agreement is for a total of \$463,000; and

28

29 WHEREAS, a two percent escalator is included in the agreement, which
30 would result in total expenditures of \$472,260 in 2014, and \$481,705 in 2015;
31 and

32

33 WHEREAS, it is estimated that this arrangement will save approximately
34 \$425,208 over the three-year life of the agreement versus the cost to continue
35 to provide this service in the Office of the Sheriff; and

35

36

37 WHEREAS, the proposed agreement includes one mutual two-year
38 optional extension, for which County Board approval would be required to
39 implement; now, therefore

40

41 BE IT RESOLVED, that Milwaukee County enters into the attached three-
42 year Memorandum of Understanding with the City of Milwaukee to purchase
43 servicing of cellular 9-1-1 calls placed within the City of Milwaukee, effective
44 January 1, 2013 to January 1, 2016; with an optional two-year extension
45 through January 1, 2018.

46

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: November 15, 2012

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Enter into three-year memorandum of understanding with the City of Milwaukee to provide cellular 9-1-1 response services.

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 type="checkbox"/> Increase Operating Expenditures
(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 checked="" 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.

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

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. 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 Department of Administrative Services – Fiscal Division is requesting approval to enter into a three year memorandum of understanding (MOU) with the City of Milwaukee to service cellular 9-1-1 calls placed within the City limits.
- B. There is no impact in 2012, as the agreement would take effect on January 1, 2013. There is no impact in 2013, as the proposed cost for services of \$463,000 has been included in the 2013 Adopted Budget. The MOU calls for 2 percent escalators in 2014 and 2015, which would result in costs of \$472,260 in 2014 and \$481,705 in 2015.
- C. These estimates reflect the cost of the MOU agreement with the City of Milwaukee in the amount of \$463,000, which is budgeted in non-departmental agency 1975, for servicing of cellular 9-1-1 calls.
- D. Assumptions are based on the agreed-upon MOU.

Department/Prepared By Josh Fudge, Fiscal and Strategic Planning Coordinator, DAS-Fiscal

Authorized Signature _____
Did DAS-Fiscal Staff Review? Yes No

**Intergovernmental Agreement for Cellular 911 Services between the
City of Milwaukee and Milwaukee County**

1. Agreement. This is an intergovernmental agreement for cellular 911 services made pursuant to Wis. Stat. sec. 66.0301 between the City of Milwaukee and Milwaukee County.
2. City Approval. The Common Council of the City of Milwaukee has approved this agreement via Common Council File No. ____, adopted _____, 2012, and authorized the Police Chief to execute the agreement on the City's behalf.
3. County Approval. The County Board of Milwaukee County has approved this agreement via File No. ____, adopted _____, 2012, and authorized the County Executive to execute the agreement on the County's behalf.
4. Jurisdiction. This agreement does not alter the respective jurisdictions of the Milwaukee Police Department or the Milwaukee County Sheriff.
5. Control. This agreement does not alter the statutory authority of the Chief of Police or the County Sheriff to control their respective departments.
6. Cellular 911 Service. The City of Milwaukee Police Department will receive 911 emergency calls made on cellular telephones within the borders of the City of Milwaukee and shall, in its sole discretion, determine and provide the number of employees appropriate to adequately staff the number of calls it receives from within its borders.
7. Term.
 - a. The Initial Term of this Agreement shall commence on January 1, 2013, and shall terminate on January 1, 2016 (the "Initial Term"). The parties shall have a mutual option (the "Option") to extend this agreement for one additional two-year term commencing on January 1, 2016 and terminating on January 1, 2018 (the "Option Term"). In the event the Parties wish to exercise the Option Term, each party must notify the other in writing on or before May 1, 2015 of its desire to extend the agreement for the Option Term. Any failure by a party to provide written notice of its intention to extend the Agreement for the Option Term shall be construed as such party's notice of its desire to terminate the Agreement at the conclusion of the Initial Term. If the Option Term is not exercised, the parties shall have no further obligation to one another, except as may be expressly provided for herein.
 - b. In the event that either the Common Council of the City of Milwaukee or the Milwaukee County Board of Supervisors should refuse to provide the appropriations for this agreement in the budget for the subsequent calendar year, this agreement shall terminate effective January 1 of that year.

8. Compensation. For the first year of the Initial Term, the City shall be compensated by the County for staffing necessary to provide service related to 911 emergency calls made on cellular telephones within the City's borders: \$463,000 per calendar year. For the second year of the Initial Term, the compensation amount above shall be \$472,260. For the third year of the Initial Term, the compensation amounts for the second year shall be \$481,705. The County shall pay the City for the current calendar year's service no later than March 31 of that year. For the Option Term, if either party wishes to renegotiate the compensation amounts included herein, it will include such request in its renewal communication to the other party. If the parties cannot reach an agreement on a revised fee structure by August 1, 2015, the agreement shall be terminated at the conclusion of the Initial Term.

9. Contacts. The Chief of Police and County Executive will each designate one person who will serve as their primary contact for all purposes under this agreement.

10. City Hiring. If during the term of this agreement the City of Milwaukee hires new police telecommunicators whom the City, in its sole judgment, determines are necessary to meet its obligations under this agreement, then the City shall, consistent with law, give consideration in such hiring to any qualified telecommunicator currently employed by the Milwaukee County Sheriff's office who is laid off as a result of this agreement and who timely applies for such position with the Milwaukee Police Department. If hired, any such person shall be subject to the City's residency requirement and all other applicable requirements.

11. Reporting. The City will provide to the County an annual report for each calendar year by March 1 of the following year. The report shall include: the number of 911 emergency calls made on cellular telephones within the City's borders and costs borne by the City to service these calls. The County shall have the right to request and review all documentation, as permitted by law, utilized by the City in preparing the annual report provided by the City pursuant to this agreement. The City shall provide such documentation within two weeks of the County's request, which shall be in writing and as specific as is practicable.

12. Liability. The parties are acting herein as independent employers and independent contractors. Nothing herein contained shall create or be construed as creating a partnership, joint venture or agency relationship between the parties and neither party shall have the authority to bind the other party in any respect. The City shall be solely liable for all acts undertaken by its employees, agents, and officers. If the County is sued as a result of acts or omissions by the City's agents, employees or officers, the City shall fully defend, indemnify, and hold harmless the County for all costs related thereto, including the payment of reasonable attorney's fees. The City will specifically indemnify and hold the County harmless regarding any suits resulting from inadequate staffing levels determined at the Chief's sole discretion pursuant to Paragraphs 6-8. Nothing in this agreement shall be construed to relieve the County of liability for the actions of its Board, officers, employees or agents.

13. Discipline. In the event an employee of the Milwaukee Police Department is the subject of a complaint or other dispute which may call into question the judgment or quality of services provided by such individual under this agreement, the Chief of Police will determine, what, if

any, disciplinary action is appropriate in accordance with all applicable laws, contracts, rules, and regulations.

14. Assignment. Neither this agreement nor any party hereof shall be assigned or otherwise transferred by either party without the prior written consent of the other party, and any attempted assignment without such written consent shall be null and void.

15. Severability. In case any provision of this agreement shall be found invalid, illegal or unenforceable, such provision shall be severed from this agreement. The validity, legality and enforceability of the remaining provisions of the agreement shall not in any way be affected or impaired thereby.

16. Applicable law. This agreement shall be subject to an in accordance with the laws of the State of Wisconsin.

17. Sole Agreement. This agreement is the final, complete and exclusive statement and expression of the agreement among the parties hereto with relation to the subject matter of this agreement, it being understood that there are no oral representations, understandings or agreements covering the same subject matter as this agreement. This agreement supersedes, and cannot be varied, contradicted or supplemented by evidence of any prior or contemporaneous discussions, correspondence, or oral or written agreement of any kind. This agreement may only be amended, modified, or supplemented by a written agreement approved and signed by each of the parties.

MILWAUKEE COUNTY:

Chris Abele
Milwaukee County Executive

(Date of Execution)

For Execution
Kimberly R. Walker
Milwaukee Corporation Counsel

(Date of Execution)

Approved as to Insurance Requirements
Cindy Van Pelt
Executive Director of Risk Management

(Date of Execution)

CITY OF MILWAUKEE:

Police Chief Edward Flynn

(Date of Execution)

1127-2012-2102:184322

-COUNTY OF MILWAUKEE-
INTEROFFICE COMMUNICATION

DATE : November 26, 2012

TO : Supervisor Marina Dimitrijevic, Chairwoman, Board of Supervisors

FROM : Craig Kammholz, Fiscal and Budget Administrator, Department of Administrative Services

SUBJECT : Implementation of the Transfer of the County Correctional Facility - South to the Executive Branch

REQUEST

Approval is requested for the attached plan to implement the transition of the County Correctional Facility - South (CCFS, formerly called the House of Correction), to the Executive Branch as a re-created department effective April, 2013.

BACKGROUND/ANALYSIS

The 2013 Adopted Budget included the requirement, initiated and approved by the County Board of Supervisors, that management of the CCFS be transferred to the executive branch as a stand-alone department under an appointed Superintendent, effective April 1, 2013.

The amendment, and adopted budget, requires that the Superintendent manage the CCFS facility as a new department, including the Huber program, the electronic monitoring unit (EMU), and the inmate medical programs beginning in April 2013. The amendment and adopted budget also include sufficient funding for operation of the new department for the final three quarters of 2013 if shared services are provided cooperatively. However, it did not address the jurisdictional responsibility for several services that are shared between the CCFS and the County Correctional Facility – Central (CCFC). Some of these services are provided by private or non-profit vendors, while others are provided by County staff. In order to effectuate the transfer of the CCFS on the date required by the County Board, it is necessary to delineate the responsibility for these services and to set a policy as to how the programs will be shared between the Superintendent and the Office of the Sheriff to minimize added cost to taxpayers and ensure continuity of service.

The shared services include, but may not be limited to, the following:

- Inmate transportation
- Inmate telephone service
- Inmate trust accounts
- Inmate medical and mental health services
- Inmate property collection and disbursement
- Inmate food/commissary
- Absconder Unit
- Inmate laundry
- Inmate bail payments
- Hiring, background investigation and training of Corrections Officers
- Holding of pre-trial individuals when the CCFC reaches maximum capacity as required under the Christensen Consent Decree

Prior to the merger of the CCFS into the Office of the Sheriff in 2009, most of these services were provided by one facility or the other and services were shared on a collaborative basis, with little or no “cross charging” between the two agencies. Based on the text of the amendment and discussion about the issue during the 2013 budget process, it is recommended that the County Board clarify that this collaborative, good-faith service-sharing arrangement is the policy of the Board. Clarifying the Board’s policy, per the attached resolution, will facilitate the transition and ensure that the amendment does not result in significant increased costs due to duplication of services.

Therefore, based on the pre-2009 provision of shared services, it is recommended that the all shared services, including but not limited to the following, be provided by the two organizations on a collaborative basis with no internal cross-charging.

Transfer and Retitling of Positions:

It is recommended that Milwaukee County adopt a policy codifying the expectation that the Sheriff will leave in place a staff of sufficient quantity and quality to operate the CCFS in an effective and safe manner during the transition period. All budgeted positions located in the CCFS as of November 7, 2012 (low orgs with a 43 prefix), or the Inmate Medical and Mental Health unit (low orgs 4039 and 4041) shall remain in the new CCFS agency (Agency 430), with adjustments made based on the 2013 Adopted Budget. Any position transferred via administrative action from a low org with a prefix of 43, or low orgs 4039 or 4041, to a low org with a prefix of 40 shall be reversed effective April 1, 2013. The only exceptions are as follows:

- Any funded or unfunded Deputy Sheriff (including bi-lingual), Deputy Sheriff Sergeant, Deputy Sheriff Lieutenant, or Sheriff’s Deputy Captain that was budgeted in a low org with a 43 prefix is transferred to low org 4038 effective December 21, 2012. It is also recommended that, prior to April 1 2013, the Sheriff will make an effort to fill vacant Correction Manager or Correction Officer Lieutenant positions in the CCFS, utilizing a temporary assignment to a higher classification if necessary.
- The position of Fiscal Operations Manager-HOC (vacant at the time this report was prepared), title code 00004444, is transferred from low org 4312 to the Department of Administrative Services – Fiscal Division (DAS-Fiscal, low org 1157), as of December 21, 2012, so that DAS-Fiscal may begin recruiting for this vital position without delay. The position will then be transferred to the CCFS (low org 4311) effective April 1, 2013.
- It is assumed that the Superintendent of the House of Correction, vacant Assistant Superintendent positions, or vacant Corrections Manager positions may be filled by the Executive Branch and may begin work at the CCFS prior to April 1, 2013 in order to facilitate implementation of the management transfer and to gain experience with the facility. It is assumed that any individuals hired under this provision and existing Sheriff’s staff will work cooperatively to operate the facility in a safe and efficient manner.

- 1.0 FTE unfunded Public Safety Fiscal Analyst (title code 00004595) currently located in low org 4312, is transferred as of December 21, 2012 to low org 4002 so that it may remain with the Office of the Sheriff after the transfer.
- For consistency, it is recommended that all funded and unfunded Corrections Officer 1 – Sheriff positions (title code 00058515) that are budgeted in the CCFS (low orgs with a prefix of 43) be retitled as Corrections Officer 1 (title code 00058500). Likewise, all funded and unfunded Corrections Officer 1 positions (title code 00058500) located in any low org with a 40 prefix (mainly the CCFC) be retitled to Corrections Officer 1 – Sheriff (title code 00058515).

Services to be Provided by the Sheriff to the CCFS:

Inmate transportation between the CCFS and the CCFC: The existing contract with G4-S Wackenhut, and associated expenditure authority to provide this service, will remain with the Office of the Sheriff. The Office of the Sheriff and the Superintendent will collaborate on inmate movement between the two facilities as appropriate, and on any future developments with the contract.

Bail Payments: The contract with Government Payment Services for inmate bail payments and kiosks will be retained by the Office of the Sheriff, and the Superintendent and Sheriff will work collaboratively to ensure the equipment and services work and that all revenue is credited to the appropriate agency.

Training of Corrections Officers as new classes are hired: The Sheriff will assist in providing background investigations and training of new Corrections Officers hired by the new House of Correction until the Superintendent is ready to perform those tasks independently, preferably on a cooperative basis with the Sheriff.

Absconder Unit: The Sheriff will seek and detain any inmate who absconds from the CCFS, the Huber Program, or the Electronic Monitoring program, at no charge to the CCFS.

Services to be Provided by the Superintendent to the CCFC/Sheriff:

Inmate Medical and Mental Health Services: The 2013 Adopted Budget requires that the Superintendent manage the inmate medical and mental health programs. Due to budgeted staffing levels and facility capabilities (there is no functioning infirmary at the CCFS), it is recommended that the County adopt a policy that continues to physically locate the inmate medical and mental health unit at the CCFC, and that staff of the unit treat inmates as necessary regardless of the facility in which they are housed. Provided that the Sheriff provides all inmate medical staff total access as needed, it is recommended that the Superintendent not charge the Sheriff for care of inmates who are under the jurisdiction of the Sheriff, as long as access provided.

It is recommended that policy require the Sheriff to accept those inmates transferred from the CCFS to the CCFC due to medical or mental health condition as necessary and at no charge to the CCFS.

While the budget requires that the Superintendent manage the Inmate Medical program, adopted policy is that both agencies will work collaboratively to ensure that inmate medical and mental health services are provided at a sufficient level sufficient for both the County and the Sheriff to comply with state and federal law. The 2013 Adopted Budget includes sufficient funding to provide this service level, so long as the service is shared and not duplicated at both facilities. A significant budget deficit would result if each facility manages its own medical and mental health programs due to duplication of management, contracts, etc.

Inmate Food and Commissary: It is recommended that the existing contract with Aramark, and associated expenditure authority, to provide food and commissary services to inmates at both facilities be shifted to the Superintendent, and that the Superintendent continue to provide food and commissary to inmates at the CCFC at no charge to the Sheriff. It is also recommended that the Superintendent work with Aramark and the Sheriff to ensure that all revenues derived from the CCFC commissary be credited to the Sheriff.

Inmate Laundry: It is recommended that the existing arrangement whereby staff and inmates at the CCFS perform laundry services for both the CCFS and CCFC remain. Staff and associated expenditure authority will remain with the new CCFS agency, and the Superintendent shall continue to provide the service to the CCFC at no charge to the Sheriff.

Housing of Pre-trial Inmates When CCFC Population Approaches the Limits set by the Christensen Consent Decree: Prior to the transfer of the CCFS to the Sheriff, the Sheriff and Superintendent worked collaboratively to transfer pre-trial inmates from the CCFC to the CCFS when the CCFC pre-trial population approached the cap set forth in the Christensen Consent Decree. It is recommended that this collaborative arrangement be set forth in policy, and that the Superintendent accept pre-trial inmates from the CCFC when the Sheriff documents that the CCFC population is close to the cap. It is also recommended that a policy be adopted that this housing of pre-trial inmates will take place at no cost to the Sheriff so long as: the Sheriff creates space to prioritize beds for the pre-trial inmate population over contracted beds; data is provided by the Sheriff on a cooperative basis; and that the CCFS be allowed to charge the Sheriff if no or inadequate data is provided that would justify the transfer of inmates. It is also recommended that Milwaukee County adopt a policy that the CCFC is to place a priority on housing pre-trial inmates, and that the Sheriff will make every effort to transfer sentenced inmates to the CCFS in an expeditious manner.

Inmate Telephone: It is recommended that the contract with Century Link for inmate telephone services be transferred to the Superintendent, and that Superintendent work with the Sheriff and Century Link to ensure that revenue derived from inmate phone calls placed

at the CCFC is credited to the Office of the Sheriff.

Services to be Provided Cooperatively:

Inmate Trust Accounts: Pursuant to recommendations in an audit report, it is recommended that the inmate trust account be jointly administered by the Sheriff and the Superintendent. The Sheriff and Superintendent will identify those positions responsible for these accounts to the County Board and County Executive no later than the July 2013 cycle, and those positions will work on a collaborative basis to reconcile the accounts accurately and in a timely manner

Inmate Property Rooms: The 2013 Adopted Budget provides a number of positions at each facility to collect, hold and disburse inmate property. The Superintendent and the Sheriff shall work collaboratively to ensure that inmate property is transferred between the facilities as appropriate.

FISCAL NOTE

Funding for these items is included in the 2013 Adopted Budget. There are no tax levy impacts on any of the associated actions as long as shared services are provided cooperatively. This action may require that contracts be amended or that funds be transferred sometime in 2013.

RECOMMENDATION

It is recommended that approval of the attached resolution, which sets forth a model for sharing several critical services by the Office of the Sheriff and the Superintendent of the County Correctional Facility – South be adopted, so as to take effect April 1, 2013.

Prepared By:
Joshua Fudge


Craig Kammholz

Fiscal and Budget Administrator

cc: Chris Abele, County Executive
David A. Clarke, Milwaukee County Sheriff
Amber Moreen, Chief of Staff, County Executive's Office
Pat Farley, Director, Department of Administrative Services
Steve Cady, County Board Fiscal and Budget Analyst

1 From the Committee on, Reporting on:

2

3

File No.

4

5 (ITEM NO.) A resolution to require the Office of the Sheriff and the
6 Superintendent of the County Correctional Facility South to work
7 collaboratively on shared services:

8

9

A RESOLUTION

10

11 WHEREAS, the 2013 Adopted Budget transfers management of the County
12 Correctional Facility - South (CCFS) to a Superintendent, appointed by the
13 County Executive, effective April 1, 2013; and

14

15 WHEREAS, there are several services that require collaboration between
16 the Office of the Sheriff and the Superintendent in order to operate the CCFS
17 and the County Correctional Facility - Central (CCFC) in a manner that is both
18 safe for inmates and the public, and efficient with taxpayer resources; and

19

20 WHEREAS, the Office of the Sheriff and the former Superintendent of the
21 House of Corrections effectively collaborated on these services prior to the
22 transfer of the CCFS to the Sheriff in January 2009; and

23

24 WHEREAS, the intent of the 2013 Adopted Budget is to return to this
25 collaborative relationship between the two agencies; and

26

27 WHEREAS, collaboration between the two agencies would prevent
28 needless duplication of services that would waste taxpayer money; and

29

30 WHEREAS, the services identified to date include:

31

- Inmate Medical and Mental Health Services

32

- Inmate Transportation

33

- Inmate Meals/Commissary

34

- Inmate Trust Accounts

35

- Inmate Property

- 36 • Inmate Bail Payments
- 37 • Training of Corrections Officers
- 38 • Inmate Telephone Services
- 39 • Inmate Laundry
- 40 • Housing of Pre-Trial Inmates at the CCFS due to high population at
- 41 the CCFC
- 42 • Absconder Unit; and

43

44 WHEREAS, the following changes have been deemed to be safe, cost-
45 effective ways to house pre-trial and sentenced inmates; and

46

47 WHEREAS, the use of internal crosscharges for these services is deemed
48 as unnecessary and would be a roadblock to cooperation; therefore

49

50 BE IT RESOLVED, that Milwaukee County hereby clarifies its intent that the
51 Office of the Sheriff and the Superintendent of the CCFS work collaboratively to
52 provide any and all shared services necessary to house pre-trial and sentenced
53 inmates in a safe and cost effective manner, without the use of internal
54 crosscharges. The Policy of the County shall be that shared services identified
55 to date are to be provided as follows:

56

57 **Inmate Transportation between the CCFS and CCFC:** The existing
58 contract with G4S-Wackenhut, and associated expenditure authority,
59 to provide this service will remain with the Office of the Sheriff. The
60 Office of the Sheriff and the Superintendent will collaborate on
61 inmate movement between the two facilities as appropriate, and on
62 any future developments with the contract.

63

64 **Bail Payments:** The contract with Government Payment Services for
65 inmate bail payments and kiosks will be retained by the Office of the
66 Sheriff, and the Superintendent and Sheriff will work collaboratively
67 to ensure the equipment and services work and that all revenue is
68 credited to the appropriate agency.

69

70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104

Training of Corrections Officers as new classes are hired: The Sheriff will assist in providing background investigations and training of new Corrections Officers hired by the new House of Correction until the Superintendent is ready to perform those tasks independently, preferably on a cooperative basis with the Sheriff.

Absconder Unit: The Sheriff will seek and detain any inmate who absconds from the CCFS, the Huber Program, or the Electronic Monitoring program, at no charge to the CCFS.

Inmate Medical and Mental Health Services: The 2013 Adopted Budget requires that the Superintendent manage the inmate medical and mental health programs at both facilities. Due to budgeted staffing levels and facility capabilities (there is no functioning infirmary at the CCFS), the inmate medical and mental health units shall be physically located at the CCFC, and staff of the unit shall treat inmates as necessary regardless of the facility in which they are housed. Provided that the Sheriff provides all inmate medical staff total access as needed, it is recommended that the Superintendent not charge the Sheriff for care of inmates who are under the jurisdiction of the Sheriff, as long as access is provided.

Policy requires the Sheriff to accept those inmates transferred from the CCFS to the CCFC due to medical or mental health condition as necessary and at no charge to the CCFS.

While the budget requires that the Superintendent manage the Inmate Medical program, adopted policy is that both agencies will work collaboratively to ensure that inmate medical and mental health services are provided at a level sufficient for both the County and the Sheriff to comply with state and federal law.

Inmate Food and Commissary: The existing contract with Aramark, and associated expenditure authority, to provide food and commissary services to inmates at both facilities be shifted to the

105 Superintendent, and that the Superintendent continue to provide
106 food and commissary to inmates at the CCFC at no charge to the
107 Sheriff. It is also recommended that the Superintendent work with
108 Aramark and the Sheriff to ensure that all revenues derived from the
109 CCFC commissary be credited to the Sheriff.

110

111 **Inmate Laundry:** The existing arrangement whereby staff and
112 inmates at the CCFS perform laundry services for both the CCFS and
113 CCFC remains. Staff and associated expenditure authority will remain
114 with the new CCFS agency, and the Superintendent shall continue to
115 provide the service to the CCFC at no charge to the Sheriff.

116

117 **Housing of Pre-trial Inmates When CCFC Population Approaches the**
118 **Limits set by the Christensen Consent Decree:** Prior to the transfer of
119 the CCFS to the Sheriff, the Sheriff and Superintendent worked
120 collaboratively to transfer pre-trial inmates from the CCFC to the
121 CCFS when the CCFC pre-trial population approached the cap set
122 forth in the Christensen Consent Decree. This collaborative
123 arrangement is set forth in policy, and that the Superintendent be
124 required to accept pre-trial inmates from the CCFC when the Sheriff
125 indicates the CCFC population is close to the cap. It is also
126 recommended that a policy be adopted that this housing of pre-trial
127 inmates will take place at no cost to the Sheriff so long as inmate
128 population data is provided by the Sheriff on a cooperative basis,
129 and that the CCFS be allowed to charge the Sheriff if no or
130 inadequate data is provided that would justify the transfer of
131 inmates. It is also the policy of Milwaukee County that the CCFC is to
132 place a priority on housing pre-trial inmates, and that the Sheriff will
133 make every effort to transfer sentenced inmates to the CCFS in an
134 expeditious manner.

135

136 **Inmate Telephone:** The contract with Century Link for inmate
137 telephone services be transferred to the Superintendent, and that
138 Superintendent work with the Sheriff and Century Link to ensure that

139 revenue derived from inmate phone calls placed at the CCFC is
140 credited to the Office of the Sheriff.

141

142 **Inmate Trust Accounts:** The inmate trust account will be jointly
143 administered by the Sheriff and the Superintendent. The Sheriff and
144 Superintendent will identify those positions responsible for these
145 accounts to the County Board and County Executive no later than the
146 July 2013 cycle, and those positions will work on a collaborative
147 basis to reconcile the accounts accurately and in a timely manner.

148

149 **Inmate Property Rooms:** The 2013 Adopted Budget provides a
150 number of positions at each facility to collect, hold and disburse
151 inmate property. The Superintendent and the Sheriff shall work
152 collaboratively to ensure that inmate property is held and transferred
153 between the facilities as appropriate.

154

155 BE IT FURTHER RESOLVED, that it is the expectation of Milwaukee County
156 that the Sheriff will leave in place sufficient quantity and quality of staff to
157 operate the CCFS in an effective and safe manner during the transition period.
158 In order to effectuate the transfer as required by the 2013 Adopted Budget and
159 as envisioned through the items above, the following position changes are
160 implemented:

161

162 All positions budgeted in the CCFS as of November 7, 2012 (low orgs
163 with a 43 prefix), or the Inmate Medical and Mental Health unit (low
164 orgs 4039 and 4041) shall remain in the new CCFS agency (Agency
165 430), with adjustments made based on the 2013 Adopted Budget.
166 Any position transferred via administrative action from a low org
167 with a prefix of 43, or low orgs 4039 or 4041, to a low org with a
168 prefix of 40 shall be reversed effective April 1, 2013. The only
169 exceptions are as follows:

170

171 Any funded or unfunded Deputy Sheriff (including bi-lingual),
172 Deputy Sheriff Sergeant, Deputy Sheriff Lieutenant, or Sheriff's
173 Deputy Captain that was budgeted in a low org with a 43 prefix is

174 transferred to low org 4038 effective December 21, 2012. Prior to
175 April 1 2013, the Sheriff will make an effort to fill vacant Correction
176 Manager or Correction Officer Lieutenant positions in the CCFS,
177 utilizing a temporary assignment to a higher classification if
178 necessary.

179
180 The position of Fiscal Operations Manager-HOC, title code
181 00004444, is transferred from low org 4312 to the Department of
182 Administrative Services - Fiscal Division (DAS-Fiscal, low org 1157),
183 as of December 21, 2012, so that DAS-Fiscal may begin recruiting
184 for this vital position without delay. The position will then be
185 transferred to the CCFS (low org 4311) effective April 1, 2013.

186
187 In order to ensure an orderly transition, the Superintendent of the
188 House of Correction, vacant Assistant Superintendent positions, or
189 vacant Corrections Manager positions may be filled by the Executive
190 Branch and may begin work at the CCFS prior to April 1, 2013. It is
191 assumed that any individuals hired under this provision and existing
192 Sheriff's staff will work cooperatively to operate the facility in a safe
193 and efficient manner.

194
195 1.0 FTE unfunded Public Safety Fiscal Analyst (title code 00004595)
196 currently located in low org 4312, is transferred as of December 21,
197 2012 to low org 4002 so that it may remain with the Office of the
198 Sheriff after the transition of the CCFS to a Superintendent.

199
200 For consistency, all funded and unfunded Corrections Officer 1 -
201 Sheriff positions (title code 00058515) that are budgeted in the CCFS
202 (low orgs with a prefix of 43) be retitled as Corrections Officer 1
203 (title code 00058500). Likewise, all funded and unfunded
204 Corrections Officer 1 positions (title code 00058500) located in any
205 low org with a 40 prefix (mainly the CCFC) be retitled to Corrections
206 Officer 1 - Sheriff (title code 00058515).

207
208

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: November 26, 2012

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Clarifying Policy Intent Related to the Transfer of the Community Correctional Facility - South.

FISCAL EFFECT:

- | | |
|--|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact | <input type="checkbox"/> Increase Capital Expenditures |
| <input type="checkbox"/> Existing Staff Time Required | <input type="checkbox"/> Decrease Capital Expenditures |
| <input type="checkbox"/> Increase Operating Expenditures
(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.

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

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. 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. There is no fiscal or budgetary impact from the attached resolution, so long as the shared services are provided on a cooperative basis as envisioned by the resolution, which clarifies the policy intent of the Board as related to shared services and the transition of management of the County Correctional Facility-South from the Office of the Sheriff to a re-created stand-alone department.

Department/Prepared By Josh Fudge, Fiscal and Strategic Planning Coordinator, DAS-Fiscal

Authorized Signature 
 Did DAS-Fiscal Staff Review? Yes No



County of Milwaukee
Office of the Sheriff

David A. Clarke, Jr.
Sheriff

DATE: November 21, 2012
TO: Supervisor Marina Dimitrijevic, Chairwoman, County Board of Supervisors
FROM: Richard Schmidt, Inspector, Milwaukee County Office of the Sheriff
SUBJECT: Request to grant an extension to Aramark Correctional Services, Inc. for Food Service provision at the County Correctional Facilities

REQUEST

The Sheriff of Milwaukee County requests the authority to grant an extension to an existing contract with Aramark Correctional Services, Inc. for the provision of food service at the County Correctional Facilities for the period of January 1, 2013 until December 31, 2013.

BACKGROUND

The CCFS, formerly the HOC, began contracting for food services in 2003 with Aramark Correctional Services, Inc. with an initial five-year contract that was completed on December 31, 2008. In the fall of 2008, the CCFS issued an RFP for food service provision. Aramark was selected as the provider. In December of 2008, County Board File No. 08-428 was approved which granted the CCFS the authority to enter into a contract with Aramark Correctional Services, Inc. for food service provision at the County Correctional Facilities.

The term of the contract approved by County Board File No. 08-428 was from January 1, 2009 until December 31, 2010 with an additional three one-year extensions subject to the approval of the County Board's Judiciary Committee. The total term of the contract is not to exceed a total of five years.

Service to the Community Since 1835

821 West State Street • Milwaukee, Wisconsin 53233-1488
414-278-4766 • <http://www.mksheriff.org>

FISCAL NOTE

The 2013 Recommended Budget for the Office of the Sheriff includes funding of \$3,217,422 for food service provision, which will be sufficient for the contract costs for 2013.



Richard Schmidt, Inspector, Milwaukee County Office of the Sheriff

cc: Mark Borkowski, Chair, Judiciary, Safety and General Services
Committee
Craig Kammholz, Fiscal and Budget Administrator, DAS
Jennifer Collins, Research Analyst, County Board
Janelle Jensen, Committee Clerk, County Board

Service to the Community Since 1835

821 West State Street • Milwaukee, Wisconsin 53233-1488
414-278-4766 • <http://www.mksheriff.org>

1
2
3 (ITEM) From the Sheriff requesting to grant an extension to Aramark Correctional
4 Services, Inc. for Food Service provision at the County Correctional
5 Facilities:

6 A RESOLUTION

7 WHEREAS, the Sheriff of Milwaukee County requests the authority to grant
8 an extension to an existing contract with Aramark Correctional Services, Inc. for the
9 provision of food service at the County Correctional Facilities for the period of
10 January 1, 2013 until December 31, 2013; and

11
12 WHEREAS, the CCFS, formerly the HOC, began contracting for food services in
13 2003 with Aramark Correctional Services, Inc. with an initial five-year contract that was
14 completed on December 31, 2008; and

15
16 WHEREAS, in the fall of 2008, the CCFS issued an RFP for food service
17 provision and Aramark was selected as the provider; and

18
19 WHEREAS, in December of 2008, County Board File No. 08-428 was
20 approved which granted the CCFS the authority to enter into a contract with Aramark
21 Correctional Services, Inc. for food service provision at the County Correctional
22 Facilities; and

23
24 WHEREAS, the term of the contract approved by County Board File No. 08-428
25 was from January 1, 2009 until December 31, 2010 with an additional three one-year
26 extensions subject to the approval of the County Board's Judiciary Committee and the
27 total term of the contract is not to exceed a total of five years; now, therefore,

28
29 BE IT RESOLVED, the Sheriff is hereby authorized to grant an extension to
30 the existing contract with Aramark Correctional Services for food service provision
31 for the period of January 1, 2013 to December 31, 2013.

32
33 FISCAL NOTE

34
35 The 2013 Adopted Budget for the Office of the Sheriff includes funding of
36 \$3,217,422 for food service provision which will be sufficient for the contract costs for
37 2013.
38

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 11/20/12

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: The Sheriff of Milwaukee County requests the authority to grant an extension to Aramark Correctional Services, Inc. for Food Service provision at the County Correctional Facilities

FISCAL EFFECT:

- | | |
|--|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact | <input type="checkbox"/> Increase Capital Expenditures |
| <input checked="" type="checkbox"/> Existing Staff Time Required | <input type="checkbox"/> Decrease Capital Expenditures |
| <input type="checkbox"/> Increase Operating Expenditures
(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.

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

DESCRIPTION OF FISCAL EFFECT

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

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

The Sheriff of Milwaukee County is requesting the authority to grant an extension to an existing contract with Aramark Correctional Services, Inc. for the provision of food service at the County Correctional Facilities for the period of January 1, 2013 to December 31, 2013. The 2013 Adopted Budget for the Office of the Sheriff includes funding of \$3,217,422 for food service provision which will be sufficient for the contract costs for 2013.

Department/Prepared By Molly Pahl, Fiscal Operations Manager

Authorized Signature 

Did DAS-Fiscal Staff Review? Yes No

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

DATE: November 14, 2012

TO: Marina Dimitrijevic, County Board Chairwoman

FROM: Mark A. Grady, Deputy Corporation Counsel

SUBJECT: Claim filed by Yolanda Randolph
 Date of incident: January 22, 2011
 Date claim filed: March 18, 2011

I request that this matter be referred to the Committee on Judiciary, Safety and General Services to be placed on the agenda for its next meeting to approve the payment of \$6,500 to Yolanda Randolph to settle in full her claim against Milwaukee County.

This accident occurred on January 22, 2011 around 12:30 pm on Mill Road at N. 76th St., Milwaukee, WI. This is a companion claim to the bodily injury claim presented by Rosie Merriweather, Ms. Randolph's mother who was a passenger in the vehicle. Previously, the Judiciary Committee approved the settlement to Yolanda Randolph for her property damage claim.

A Milwaukee County Highway Maintenance employee was operating a 2006 plow truck eastbound on W. Mill Road at N. 76th St. As he pulled up in the left turn lane he raised the right plow wing not realizing that a vehicle was in his blind spot.

Yolanda Randolph was the driver of the vehicle and was in the center eastbound lane of W. Mill Road as she was going to continue on W. Mill Road through N. 76th St. The plow wing came up and hit the rear bumper and continued down the driver's side of the Honda CRV as the plow continued to pull up to the stop light.

Yolanda Randolph was taken by Paratech Ambulance Service to St. Joseph Regional Medical Center where the medical expenses were incurred.

SPECIALS:

Paratech Ambulance:	\$627.61
St. Joseph's Hospital:	\$2746.00

Emergency Medicine:	\$433.00
Midwest Area Physicians:	\$420.00
<hr/>	
Total:	\$4226.61

Previously, the Judiciary Committee approved the settlement to Yolanda Randolph for her property damage claim. The adjustor and the County insurer now recommend a total payment of \$6,500.00 to Yolanda Randolph to settle her personal injury claim. Ms. Randolph is represented by the law firm of Hupy & Abraham. Corporation Counsel has reviewed this matter and supports the recommendation to settle this personal injury claim.

Mark A. Grady
Deputy Corporation Counsel

c: Amber Moreen
Janelle Jensen
Jennifer Collins

DATE: November 14, 2012

TO: Marina Dimitrijevic, County Board Chairwoman

FROM: Mark A. Grady, Deputy Corporation Counsel

SUBJECT: Claim filed by Rosie Merriweather
Date of incident: January 22, 2011
Date claim filed: March 18, 2011

I request that this matter be referred to the Committee on Judiciary, Safety and General Services to be placed on the agenda for its next meeting to approve the payment of \$9,500 to Rosie Merriweather to settle in full her claim against Milwaukee County.

This accident occurred on January 22, 2011 around 12:30 pm on Mill Road at N. 76th St., Milwaukee, WI. This is a companion claim to the bodily injury claim presented by Yolanda Randolph, Ms. Merriweather's daughter and the driver of the vehicle. Previously, the Judiciary Committee approved the settlement to Yolanda Randolph for her property damage claim.

A Milwaukee County Highway Maintenance employee was operating a 2006 plow truck eastbound on W. Mill Road at N. 76th St. As he pulled up in the left turn lane he raised the right plow wing not realizing that a vehicle was in his blind spot.

The driver of the vehicle, Yolanda Randolph, was in the center eastbound lane of W. Mill Road as she was going to continue on W. Mill Road through N. 76th St. the plow wing came up and hit the rear bumper and continued down the driver's side of the Honda CRV as the plow continued to pull up to the stop light.

Claimant Rosie Merriweather, age 67, mother of Yolanda Randolph, was riding in the front passenger seat of the vehicle. She was wearing her seatbelt.

Rosie Merriweather was taken by Paratech Ambulance Service to St. Joseph Regional Medical Center where most of her medical expenses were incurred. Ms. Merriweather also received three sessions of physical therapy between the dates of February 17-28, 2011 at Froedert Hospital.

SPECIALS:

Paratech Ambulance:	\$543.50
St. Joseph's Hospital:	\$3364.00
Emergency Medicine:	\$433.00
Midwest Area Physicians:	\$619.00
Medical College of WI:	\$209.35
Froedert Hospital:	\$829.00
<hr/>	
Total:	\$5997.85

The adjustor and the County insurer recommend a total payment of \$9,500.00 to Rosie Merriweather to settle her personal injury claim. Ms. Merriweather is represented by the law firm of Hupy & Abraham. Corporation Counsel has reviewed this matter and supports the recommendation to settle this personal injury claim.

Mark A. Grady
Deputy Corporation Counsel

c: Amber Moreen
Janelle Jensen
Jennifer Collins

DATE: November 16, 2012

TO: Marina Dimitrijevic, County Board Chairwoman

FROM: Mark A. Grady, Deputy Corporation Counsel

SUBJECT: Claim filed by Amos Peterson
Date of incident: May 9, 2012
Date claim filed: May 23, 2012

I request that this matter be referred to the Committee on Judiciary, Safety and General Services to be placed on the agenda for its next meeting to approve the payment of \$6,200 to Amos Peterson to settle in full his bodily injury and property damage claims against Milwaukee County.

This accident occurred on May 09, 2012 around 10:00 am in the intersection of North Ave. and N. 7th Street, Milwaukee, WI.

A Milwaukee County deputy sheriff was stopped in the left turn lane of eastbound North Ave. After his light turned green he waited for oncoming westbound traffic on North Avenue to pass through the intersection before attempting his left turn.

The claimant vehicle being driven by Amos Peterson was one of the vehicles traveling west bound on North Avenue. The deputy believed the claimant vehicle had its left turn signal on and was going to make a left turn, so the deputy started his left turn. However, Mr. Peterson claims his turn signal was not on and, in fact, because 7th Street is a one-way to the north, Mr. Peterson could not make a left turn at that intersection. As the deputy was in the intersection he realized that the claimant was not making a left turn and attempted to speed up to avoid an accident. The claimant vehicle attempted to slow, but was unable to do so, and therefore the front bumper on the Mitsubishi hit the right rear passenger door on the squad car. The claimant vehicle was a 1992

Mitsubishi 3000GT. The vehicle was determined to be a total loss. The appraisal on the damages was estimated at being \$8700. The actual cash value on the vehicle was determined to be \$2705.

Mr. Peterson was driven to Columbia St. Mary's for a check-up. At this time he was not complaining of pain. He was released with the directions to take ibuprofen or Tylenol as needed. On May 16, 2012, Mr. Peterson received medical treatment at Procure Medical for right wrist pain, low back pain and a possible cervical strain. An X-ray of the right wrist was also taken and revealed no evidence of a fracture.

Mr. Marion had three more therapy visits for wrist and back pain. Amos Peterson had a total of 5 visits.

MEDICAL/SPECIALS:

Columbia St. Mary's:	\$356.00
Infinity HC Physicians:	\$297.00
Procure Medical Group:	\$1186.00
<hr/>	
Total:	\$1839.00

The adjustor and the County insurer now recommend a total payment of \$6,200.00 to Amos Peterson to settle his personal injury and property damage claims. Mr. Peterson is represented by the law firm of Weigel, Carlson, Blau & Clemens. Corporation Counsel has reviewed this matter and supports the recommendation to settle all of his claims arising out of the accident (both the property damage and personal injury claims).

Mark A. Grady
Deputy Corporation Counsel

c: Amber Moreen
Janelle Jensen
Jennifer Collins

DATE: November 16, 2012

TO: Marina Dimitrijevic, County Board Chairwoman

FROM: Mark A. Grady, Deputy Corporation Counsel

SUBJECT: Claim filed by Caleb Marion
Date of incident: May 9, 2012
Date claim filed: May 23, 2012

I request that this matter be referred to the Committee on Judiciary, Safety and General Services to be placed on the agenda for its next meeting to approve the payment of \$3,500 to Caleb Marion to settle in full his bodily injury claim against Milwaukee County.

This accident occurred on May 09, 2012 around 10:00 am in the intersection of North Ave. and N. 7th Street, Milwaukee, WI.

A Milwaukee County deputy sheriff was stopped in the left turn lane of eastbound North Ave. After his light turned green he waited for oncoming westbound traffic on North Avenue to pass through the intersection before attempting his left turn.

The claimant vehicle being driven by Amos Peterson was one of the vehicles traveling west bound on North Avenue. Mr. Marion was riding in the front passenger seat of the claimant vehicle, a Mitsubishi 3000GT. He was wearing his seatbelt. The deputy believed the claimant vehicle had its left turn signal on and was going to make a left turn, so the deputy started his left turn. However, Mr. Peterson claims his turn signal was not on and, in fact, because 7th Street is a one-way to the north, Mr. Peterson could not make a left turn at that intersection. As the deputy was in the intersection he realized that the claimant was not making a left turn and attempted to speed up to avoid an accident. The claimant vehicle attempted to slow, but was unable to do so, and therefore the front bumper on the Mitsubishi hit the right rear passenger door on the squad car.

Mr. Marion drove himself to Columbia St. Mary's for a check-up. At this time he was complaining of pain in his neck due to whiplash. He was released with the directions to take ibuprofen or Tylenol as needed. On May 16, 2012, Mr. Marion received medical

treatment at Procure Medical for low back pain and a possible cervical strain. An examination of the lumbar spine was taken and showed no damage which would have been caused by the accident. An X-Ray of the pelvis was also taken and revealed no evidence of a fracture.

Mr. Marion had three more therapy visits for wrist and back pain. Caleb Marion had a total of 5 visits.

MEDICAL/SPECIALS:

Columbia St. Mary's:	\$607.22
Infinity HC Physicians:	\$297.00
Procure Medical Group:	\$1146.00
<hr/>	
Total:	\$2050.22

The adjustor and the County insurer now recommend a total payment of \$3,500.00 to Caleb Marion to settle his personal injury claim. Mr. Marion is represented by the law firm of Weigel, Carlson, Blau & Clemens. Corporation Counsel has reviewed this matter and supports the recommendation to settle this personal injury claim.

Mark A. Grady
Deputy Corporation Counsel

c: Amber Moreen
Janelle Jensen
Jennifer Collins

DATE: November 16, 2012

TO: Marina Dimitrijevic, County Board Chairwoman

FROM: Mark A. Grady, Deputy Corporation Counsel

SUBJECT: Claim of Foster Decorah,
filed by his attorneys First, Albrecht & Blondis S.C.
Date of incident: June 29 – July 13, 2011
Date claim filed: October 24, 2011

I request that this matter be referred to the Committee on Judiciary, Safety and General Services to be placed on the agenda for its next meeting to approve the payment of \$5,000 to Foster Decorah and his attorneys, First, Albrecht & Blondis S.C., to settle in full his claim against Milwaukee County.

Claimant Foster Decorah was stopped for a traffic citation by the Wauwatosa Police Department on June 29, 2011. During the stop, a commitment by West Allis for failure to pay a disorderly conduct fine was discovered. Mr. Decorah did not have sufficient funds to pay the fine, so he was transferred to the custody of the West Allis Police Department during the early hours of June 30, 2011. WAPD transferred him to the Milwaukee County Jail later that day.

Sauk County also had a warrant for Mr. Decorah for an unrelated charge. On July 1, 2011, Sauk County officers came to Milwaukee to pick up Mr. Decorah, but he could not be released until his West Allis fine was paid. Later that day, a relative of Mr. Decorah brought the funds needed to pay off the West Allis fine. However, the paperwork was not completed that day to document that the fine was paid so that Sauk County could be notified to pick him up. July 1st was a Friday before the holiday weekend. On July 5, 2011, the paperwork was processed and Mr. Decorah was ready to be picked up by Sauk County. Milwaukee County sent a teletype to Sauk County on July 5, 2011 informing them that Milwaukee County had him in custody and asking for direction with respect to the warrant. Sauk County responded back via teletype that same day confirming the warrant and requesting that Milwaukee County advise Sauk County when he was ready to be picked up. For unknown reasons, Milwaukee County did not provide a response to Sauk County.

There was no further contact between Milwaukee County and Sauk County until Monday July 11, 2011. On that day, Milwaukee County sent Sauk County another

teletype requesting Sauk County's ETA for picking up Mr. Decorah. Sauk County responded back that they were simply waiting for Milwaukee County for notification when he was available for pickup. Sauk County then picked up Mr. Decorah early on July 13, 2011. He was taken to Sauk County Circuit Court, his bond was reinstated and he was released from custody by Sauk County.

Mr. Decorah was held in custody a week, or more, longer than was necessary.

Mr. Decorah was enrolled in three summer 2011 classes at Madison Area Technical College at the time of his arrest. Due to being unable to attend those classes the week of June/July 2011, he was dropped from the classes. Consequently, he was unable to graduate as planned and had to attend school an extra semester. Each class cost \$700 and Mr. Decorah was not refunded the money. In addition, he was unable to pick up his children for a visitation on July 4, 2011 as scheduled.

The adjustor and the County insurer recommend a total payment of \$5,000.00 to Foster Decorah and his attorneys, First, Albrecht & Blondis S.C. to settle his claim. Corporation Counsel has reviewed this matter and supports the recommendation to settle this claim.

Mark A. Grady
Deputy Corporation Counsel

c: Amber Moreen
Janelle Jensen
Jennifer Collins

**INTEROFFICE COMMUNICATION
COUNTY OF MILWAUKEE**

DATE: November 21, 2012

TO: Marina Dimitrijevic, Chairwoman, County Board of Supervisors

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

SUBJECT: David Brill v. Milwaukee County
ERD Case No. CR2011-00307
EEOC Charge No. 26G201100596C

I request that this matter be referred to the Committee on Judiciary, Safety and General Services for approval of a settlement. I request authority to settle this case for the total sum of \$25,000.00, plus job placement assistance and six months service credit. Wisconsin County Mutual Insurance Corporation will pay the \$5000.00 in attorneys' fees and Milwaukee County will pay \$20,000.00 in wages.

Mr. Brill was hired as a Correction Officer in June of 2009. On the last day of his training, Brill was injured during training, sustaining a right hand and wrist injury. As a consequence, he was unable to complete his training and could not begin work as a Correction Officer. The County paid him workers compensation benefits while he was treating and recovering from his injury. The next training academy was scheduled for October 5, 2009, but Brill was still recovering and could not participate. In November, Brill was allowed by his doctor to work light duty while he continued to treat. The Sheriff provided him with light duty assignments on various shifts and at various locations. Brill claims that he was penalized with less desirable light duty, but those allegations are not the basis for our recommendation for settlement. Brill was still unable to participate in the next CO training classes in January and April of 2010.

When Brill was unable to begin the April 2010 training class, there were no future scheduled training classes. Brill was still seeking final opinions with respect to whether his injury would prevent him from being able to physically perform the duties of a CO position. One of his physicians thought he would not be able to do so, but he was seeking second opinions. Brill had been on light duty for an extended period by April of 2010 and there was no certainty about whether he would be able to return to work as a Correction Officer. As a result, the Sheriff's office, after consulting with our office, separated him during his probationary period. Approximately two months later, Brill provided documentation of his permanent inability to perform the duties of a correction officer position.

Brill filed a complaint in February of 2011 with the Wisconsin Equal Rights Division (ERD) alleging that he was an individual with a disability and that the County failed to follow the law which requires employers to provide such individuals with assistance locating an alternate vacant job at the employer that would accommodate the disability. The County responded that because Brill's final medical status was not yet determined, and thus the County did not know at the time of his separation whether he was an individual with a disability, it did not have any obligation to provide assistance in locating an alternate County job.

The ERD investigated the complaint. The ERD accepted the County's response, and issued an initial determination in August of 2011 finding that there was no probable cause to believe that the County had violated the Fair Employment Act. Brill then asked the EEOC to investigate his complaint under federal ADA law. The EEOC issued a contrary determination in February of 2012 which found that there is reasonable cause to believe that the County violated the ADA by terminating Brill's employment and not attempting to accommodate him with alternate County employment. The EEOC apparently accepted Brill's arguments that the County had enough information at the time of Brill's separation to reasonably know that Brill was an individual with a disability and/or that the County separated him from employment, knowing that such information was soon forthcoming, in order to avoid its accommodation responsibilities.

The EEOC asked the parties to engage in mediation, which the parties did in June of 2012. Additional settlement communications occurred thereafter through the EEOC mediator. The proposed settlement is the result of those discussions.

The settlement provides that the County will pay Brill \$20,000.00 in wages and the Wisconsin County Mutual Insurance Corporation will pay his attorneys, First, Albrecht & Blondis S.C., \$5000.00 in attorneys' fees. The County will provide him with six months service credit in connection with the wage payment. The County will work with Brill for up to six months to attempt to locate alternate, vacant, non-promotional position that will accommodate his disability, using the County's standard practices and policies for doing so. Brill will withdraw his complaints and release the County from any liability.

Corporation Counsel and the Wisconsin County Mutual recommend this settlement for approval.

cc: Amber Moreen
Janelle Jensen
Jennifer Collins

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44

A RESOLUTION

WHEREAS David Brill was hired as a Correction Officer in June of 2009 in the Sheriff's Office; and

WHEREAS David Brill was injured at the end of his training in June of 2009 and as a result was unable to participate in subsequent training classes for correction officers in October of 2009, January of 2010 and April of 2010; and

WHEREAS David Brill worked light duty for the Sheriff between November of 2009 and April of 2010 while he received treatment for his injury; and

WHEREAS no future correction officer training classes were scheduled at the time that Brill was unable to participate in the April of 2010 class; and

WHEREAS the Sheriff's office did not have in April of 2010 any conclusion from Brill or his physicians whether Brill would be able to perform the duties of a Correction Officer or whether he would be permanently unable to do so; and

WHEREAS, without this knowledge, the Sheriff's office separated Brill from employment during his probationary period after learning that Brill would be unable to participate in the April of 2010 training class for Correction Officers; and

WHEREAS Brill provided medical documentation approximately two months later that he would be permanently unable to perform the duties of a Correction Officer positions; and

WHEREAS Brill claimed that he was an individual with a disability at the time of his separation, or that at the time of his separation the County knew or should have known that he would never be able to work as a Correction Officer and therefore the County violated the law which requires an employer to assist a disabled employee to locate alternate positions with the employer that will accommodate the employee's disability; and

WHEREAS, the County did not believe that Brill had presented information to substantiate that he was an individual with a disability at the time of his separation and therefore did not provide him with assistance locating other County employment; and

45 WHEREAS, Brill filed a claim of disability discrimination with the Wisconsin
46 Equal Rights Division (ERD) and the Equal Employment Opportunity Commission
47 (EEOC) alleging that Milwaukee County refused to reasonably accommodate
48 his disability; and

49

50 WHEREAS the Wisconsin ERD issued an initial determination in the County's
51 favor, but the EEOC subsequently issued a determination in Brill's favor; and

52

53 WHEREAS the parties engaged in mediation suggested and sponsored by
54 the EEOC and reached a tentative settlement agreement; and

55

56 WHEREAS the tentative settlement agreement provides for a dismissal of
57 all complaints and a release of all claims against Milwaukee County in return for
58 Brill to be administratively granted 0.5 years of service credit, for Brill to be
59 provided assistance by the County to identify any vacant, non-promotional
60 County positions that could reasonably accommodate his disability and skills, a
61 payment by Milwaukee County to Brill in the amount of \$20,000.00 in wages and
62 a payment by the Wisconsin County Mutual Insurance Corporation in the
63 amount of \$5000.00 in fees to his attorneys, First, Albrecht & Blondis S.C.; and

64

65 WHEREAS the Office of Corporation Counsel recommends this settlement;
66 and

67

68 WHEREAS the Committee on Judiciary, Safety and General Services
69 approved this settlement at its meeting on December 6, 2012 by a vote of ____;

70

71 NOW, THEREFORE, BE IT RESOLVED, that Milwaukee County approves the
72 granting of 0.5 years of service credit to Brill, the granting of assistance by the
73 County to Brill to identify any vacant, non-promotional County positions that
74 could reasonably accommodate his disability and skills, the payment by
75 Milwaukee County to Brill of \$20,000.00 in wages, and the payment by the
76 Wisconsin County Mutual Insurance Corporation of \$5000.00 in fees to his
77 attorneys, First, Albrecht & Blondis S.C., in return for a dismissal of the pending
78 discrimination complaints and a release of employment claims against the
79 County.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: November 21, 2012

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: A RESOLUTION to approve a settlement agreement related to discrimination and other claims by David Brill.

FISCAL EFFECT:

No Direct County Fiscal Impact

Increase Capital Expenditures

Existing Staff Time Required

Decrease Capital Expenditures

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

Increase Capital Revenues

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.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	25,000	0
	Revenue	(0.00)	0
	Net Cost	25,000	0
Capital Improvement Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0

DESCRIPTION OF FISCAL EFFECT

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

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

- A. The County is proposing a settlement to former employee David Brill. Adoption of this settlement will result in the granting of 0.5 years of service credit to David Brill, the provision of job relocation assistance, a payment to David Brill of \$20,000 in wages and a payment by the Wisconsin County Mutual Insurance Corporation to his attorneys for fees in the amount of \$5000.
- B. Approval of this Resolution authorizes a payment of \$20,000.00 to David Brill for wages and a payment of \$5000.00 to First, Albrecht & Blondis S.C. by Wisconsin County Mutual Insurance Corporation. The \$5000 payment will be applied to the County's deductible.

Department/Prepared By Corporation Counsel

Authorized Signature

Mark A. Hudy

Did DAS-Fiscal Staff Review?

Yes X

No

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

**INTEROFFICE COMMUNICATION
COUNTY OF MILWAUKEE**

DATE: November 19, 2012

TO: Marina Dimitrijevic, Chairwoman, County Board of Supervisors

FROM: Kimberly R. Walker, Corporation Counsel *KRW*
Mark A. Grady, Deputy Corporation Counsel *MAG*

SUBJECT: Resolution to Amend Contract for Whyte, Hirschboeck & Dudek S.C.
relating to O'Donnell Park claims

It is requested that this matter be referred to the Committee on Judiciary, Safety and General Services.

On February 2, 2012 (File No. 12-79), the County Board approved a contract with Whyte, Hirschboeck & Dudek S.C. ("WHD") for legal representation of Milwaukee County to pursue the County's claims *against* potentially responsible contractors for repair costs, lost revenue and other damages. WHD had already been retained for several years by the Wisconsin County Mutual Insurance Corporation (WCMIC), initially to assist in the investigation of the accident and later to *defend* Milwaukee County in the lawsuit filed against the County and others by the injured parties. Because WHD was already fully involved and informed with respect to the litigation, the contract with WHD to represent the County for its own claims is extremely efficient and captures substantial cost savings for the County compared to selecting a different firm.

The contract to represent the County for its own claims was approved by the County Board for a total amount not to exceed \$50,000.00. WHD is charging the County the same discounted hourly rates that it charges to WCMIC: \$220 per hour for shareholders and \$130 per hour for associates. The authorized funds have been, or soon will be, expended.

The parties in the litigation have spent substantial attorney fees on pre-trial discovery and motions for summary judgment. There have been many law firms involved in the litigation to represent the numerous parties. Multiple expert witness consultants have been retained and deposed by the parties with respect to liability issues. Most defendants filed motions for summary judgment that have recently been heard by the circuit court. Those motions and briefs totaled hundreds, if not thousands, of pages in length. With respect to the County's and the plaintiffs' claims, the court has dismissed all claims against CD Smith on the bases of the statute of repose and the statute of limitations. However, the court denied the dismissal of claims against Advanced Cast Stone (ACS). Therefore, the County's and plaintiffs' claims against ACS will continue to go forward to trial. The court also dismissed the plaintiffs' claims against Dietz Engineering, but did

not dismiss the plaintiffs' claims against Findorff. One plaintiff's claims against the City of Milwaukee have also been dismissed.

The County has a multi-million dollar claim for damages. Much of the remaining work for WHD on behalf of the County relates to providing pre-trial discovery and presenting County witnesses to the other parties in order to demonstrate the basis for those damage claims.

We request authority to increase authorized expenditures under the contract by an additional \$50,000.00, to a total authorization of \$100,000.00. The additional \$50,000.00 is an estimate of the amount that will be needed to cover fees for the remaining work between now and any trial. There is a possibility that legal disputes related to insurance coverage for the County's claims could cause an increase in the fees needed beyond this amount, but that is not anticipated at this time. In addition, if a settlement is not reached between the parties, a trial will be held and additional fees beyond this amount will be required. If needed, additional authorization will be sought from the County Board at that time.

These funds would be authorized to be encumbered from the funds provided in the 2013 Litigation Reserve Account, Org. Unit 1961.

cc: Amber Moreen
Janelle Jensen

A RESOLUTION

To authorize the Office of Corporation Corporation Counsel to amend the contract with Whyte, Hirschboeck & Dudek S.C. (“WHD”) to represent Milwaukee County for prosecution of the County’s claims against potentially responsible parties for losses or damages relating to the failure of the O’Donnell Park parking structure.

WHEREAS, a parapet wall of the O’Donnell Park parking structure fell on June 24, 2010 resulting in the death of Jared Kellner and injuries to the Wosinskis and Kellners, and

WHEREAS, the O’Donnell Park parking structure was closed for an extended period of time, resulting in a loss of revenue to Milwaukee County, and extensive repairs were required to the structure at a significant cost to Milwaukee County, and

WHEREAS, various parties have filed multiple suits against Milwaukee County and others related to the death and injuries that occurred and WHD has been retained by the Wisconsin County Mutual Insurance Corporation to represent and defend Milwaukee County’s interests in those lawsuits, and

WHEREAS, WHD acquired extensive knowledge and experience of the facts and issues related to the parking structure construction, repair and related matters, and

WHEREAS, WHD has extensive specialized knowledge and experience in the area of construction litigation, and

WHEREAS, it is advantageous to Milwaukee County to retain the services of WHD to utilize its general legal experience and its specific legal experience related to the parking structure in order to prosecute Milwaukee County’s claims against potentially responsible parties for loss or damages relating to the failure of the O’Donnell Park parking structure, and

WHEREAS, the cost for this representation will relate only to those legal services that are required to prosecute Milwaukee County’s claims and will not include under this contract the cost of legal services incurred to defend Milwaukee County’s interests in the pending litigation, and

WHEREAS, Corporation Counsel has negotiated a contract that provides for a discounted hourly rate not to exceed \$220 and, in the event of a recovery by Milwaukee County, a reduced contingency fee offset by any fees paid at the hourly rate, and

WHEREAS, the County Board (File No. 12-79) approved a contract with WHD for a sum not to exceed fifty thousand dollars (\$50,000.00) and those funds have been expended, and

WHEREAS, Corporation Counsel requests authorization to increase the potential fees to be paid under this contract by fifty thousand dollars (\$50,000) to a total authorization of one hundred thousand dollars (\$100,000)

WHEREAS, there are sufficient funds in the 2013 litigation reserve account, Org. Unit 1961, to pay for the legal services described in this resolution,

NOW THEREFORE,

BE IT RESOLVED that the Corporation Counsel is authorized and directed to amend the contract with Whyte, Hirschboeck & Dudek S.C. to prosecute the claims that the County has against potentially responsible parties for losses or damages related to the failure of the O'Donnell Park parking structure, for a total amount not to exceed \$100,000.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: November 19, 2012

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Resolution to Amend a Contract with Whyte, Hirschboeck & Dudek S.C. relating to O'Donnell Park.

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.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	0	\$50,000.00
	Revenue	0	0
	Net Cost	0	\$50,000.00
Capital Improvement Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0

DESCRIPTION OF FISCAL EFFECT

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

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

Approval of this Resolution will authorize an amendment to the contract with Whyte, Hirschboeck & Dudek S.C. for hourly fees, up to a total of \$100,000, to pursue Milwaukee County's claims against responsible parties for the damages suffered by Milwaukee County relating to the O'Donnell Park parking structure. The amendment authorizes an encumbrance of \$50,000.00 from the 2013 budget for Org Unit 1961, Litigation Reserve Account, upon expenditure of the \$50,000 previously authorized from the 2012 budget for this account.

Department/Prepared By Corporation Counsel

Authorized Signature *Mark A. Hoel*

Did DAS-Fiscal Staff Review? Yes No

¹ If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.
Judiciary - December 6, 2012 - Page 131

**INTEROFFICE COMMUNICATION
COUNTY OF MILWAUKEE**

DATE: December 3, 2012

TO: Marina Dimitrijevic, Chairwoman, County Board of Supervisors
Members of the Committee on Judiciary, Safety & General Services

FROM: Kimberly R. Walker, Corporation Counsel
Mark A. Grady, Deputy Corporation Counsel

SUBJECT: Notification of filing of action pursuant to §1.11(c)(3)(2)(b). M.C.G.O.

The Board amended section 1.11(c)(3)(2)(b) of the ordinances to read as follows:

Actions initiated by the county. The committee, subject to full board approval, shall approve the initiation of all suits or claims by the county against other persons or entities where the amount claimed exceeds ten thousand dollars (\$10,000.00) or where the rights sought to be declared have a potential fiscal effect on the county in excess of ten thousand dollars (\$10,000.00), except when the county executive approves the initiation of an action on an emergency basis to preserve property, to protect the life, health or welfare of persons, or to obtain an injunction on the grounds set forth in ch. 813, Wis. Stats. In the event the county executive authorizes corporation counsel to file an action under this exception, corporation counsel shall provide a report to the committee members and the county board chair immediately upon receiving the county executive's authorization of such action.

As set forth in the ordinance, this memo is our report that our office requested and received approval from the County Executive under the emergency provision to initiate actions in circuit court in two pending situations in order to preserve the County's rights.

In the first case, the County was sued for discrimination on the basis of arrest record by Kenneth Kraemer. The County's insurer assigned outside counsel, Al Levy with Lindner & Marsack, to handle the complaint. Recently, the Labor & Industry Commission (LIRC) issued a decision in favor of Kraemer. LIRC awarded him approximately \$8000 in wage loss and \$70,000 in attorney fees. However, on November 12th, Kraemer filed an appeal of that decision in circuit court claiming that he should have recovered greater sums and should have been reinstated to his job. The County's outside counsel requested permission to file a cross-appeal in order to argue that the entire LIRC decision in favor of Kraemer should be overturned. The deadline for filing the cross-appeal is December

3rd. That deadline is prior to the meetings of the Judiciary, Safety & General Services Committee and the full Board.

Second, on November 8th, the County received two similar, adverse, unemployment compensation decisions. As you may know, when employees are suspended pending their discharge hearing by the PRB, the employee is entitled to a hearing within 3 weeks. However, most employees waive the right to an immediate hearing. The PRB routinely sets a discharge hearing 6 - 9 months after the employee was first suspended. The LIRC has held in these two cases that employees suspended while waiting for their PRB discharge hearing are not serving a disciplinary suspension within the meaning of the unemployment compensation statute and therefore these employees are entitled to unemployment compensation while waiting for their PRB hearing. Consequently, the County cannot present any defense to the employee's claim for UC benefits for any of that time period (beyond the first three weeks). This is an issue that recurs frequently. Our office requested and received the County Executive's approval to file circuit court actions appealing the LIRC decisions in these two cases to attempt to overturn the LIRC decisions. The deadline for filing these actions is December 10th. That deadline is after the Judiciary Committee meeting, but it is prior to the full Board meeting that would otherwise be required to approve these filings.

If you have any questions concerning these matters, please contact us.

**INTEROFFICE COMMUNICATION
COUNTY OF MILWAUKEE**

DATE: November 20, 2012

TO: Marina Dimitirjevic, Chairwoman, County Board of Supervisors

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

SUBJECT: WERC decision related to furlough days

Please refer the attached resolution to the Committee on Judiciary, Safety and General Services. Although not required, referral to the Finance, Personnel and Audit Committee would be appropriate as well. Our office recommends approval of the resolution to pay the 2011 furlough hours, in excess of 45 hours per employee, to affected AFSCME employees.

As noted in the resolution, the WERC ruled, among other things, that the County violated its duty to bargain in good faith when it imposed the furlough days in 2010 for affected AFSCME employees. The WERC order also required that the County maintain the status quo that existed before imposition of the 2010 furloughs. Before the WERC decision was received, the County had adopted the 2011 budget containing additional furlough hours in 2011 for AFSCME employees. AFSCME continues to assert in the litigation that the 2011 furlough hours violated the collective bargaining agreement that was in existence and violated the WERC order to maintain the status quo. The County asserts that defenses to that claim may exist. The WERC cannot rule on the matter at this time because the case is currently on appeal in the Court of Appeals for other issues in the litigation.

A fiscal note sets forth the liability of \$990,000 related to these furlough hours in 2011 and the interest that has accumulated of \$186,000. Interest would continue to accrue in the future at the approximate rate of \$10,000 per month. The fiscal note indicates that sufficient funds exist in the 2012 budget to pay these amounts. If the County continues to defend the claim, but receives an adverse decision in the future, it is unknown whether funds would exist at that time for payment of an award. In the absence of such funds, payment of any possible award in the future could create significantly greater budgetary constraints than would payment of these amounts now from the anticipated 2012 budget surplus.

Attachments

cc(w/att.): Amber Moreen
Janelle Jensen
Jennifer Collins
Steve Cady

An authorization to pay 2011 furlough hours in the matter of *Milwaukee County v. Wisconsin Employment Relations Commission (WERC) and American Federation of State, County and Municipal Employees (AFSCME)*, Case No. 11-CV-12137, by recommending adoption of the following:

A RESOLUTION

WHEREAS, AFSCME filed a complaint in 2009 with the Wisconsin Employment Relations Commission (WERC) related to, among other things, the County's adoption of furlough days for 2010; and

WHEREAS, while those proceedings were pending and prior to receipt of any ruling from the WERC, the County adopted a budget for 2011 that included the imposition of furlough hours for employees in 2011; and

WHEREAS, the WERC thereafter ruled in 2011 that, among other things, the County failed to bargain in good faith with respect to the imposition of furlough days in excess of 45 hours per employee; and

WHEREAS, the WERC ordered, among other things, that AFSCME employees affected by the 2010 furlough days in excess of 45 hours should be re-paid, with interest; and further ordered that the County restore and maintain the status quo that existed prior to the furlough hours being unlawfully imposed; and

WHEREAS, the County sought review of the WERC decision in circuit court; and

WHEREAS, the circuit court issued a decision dated February 27, 2012 that, among other things, affirmed the WERC ruling that the County violated its obligation to bargain in good faith when it imposed the 2010 furlough days, in excess of 45 hours, for affected AFSCME employees and affirmed the WERC order that the County maintain the status quo; and

WHEREAS, at its meeting on July 26, 2012, the County Board of Supervisors approved the payment of 2010 furlough hours in excess of forty-five (45) hours per employee to affected AFSCME employees; and

WHEREAS, AFSCME alleges that the 2011 furlough hours violated the WERC order that required the County to maintain the status quo, and violated its collective bargaining agreement that was in force and effect at that time, and AFSCME continues to seek recovery of those hours in the litigation; and

WHEREAS, payment of the 2011 furlough hours in excess of forty-five (45) hours per employee to affected AFSCME employees is estimated to have a cost of one million, one hundred and seventy-six thousand dollars (\$1,176,000), including principal and interest, and interest will continue to accrue in the future of approximately \$10,000 per month, as more specifically set forth in the fiscal note; and

WHEREAS, the successful outcome of additional litigation over the legality of the 2011 furlough hours is uncertain; and

WHEREAS, Milwaukee County currently has funds available that could be used to pay the 2011 furlough hours, but such funds may not be available in the future and the potential receipt of an order to pay those hours in the future may create significantly greater budgetary difficulties at that time than would payment of those hours now;

NOW THEREFORE,

BE IT RESOLVED, that in order to avoid the accumulation of continuing interest costs, and to avoid potential future budgetary difficulties related to a possible payment, and to resolve litigation with AFSCME over the imposition of furlough hours in 2011, Milwaukee County approves the payment of 2011 furlough hours, in excess of forty-five (45) hours per employee, to the affected AFSCME employees, with applicable interest.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 11/19/2012

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: 2011 Furlough Day Payback Estimate

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
(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.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	1,176,000	
	Revenue		
	Net Cost	1,176,000	
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

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

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

A. A proposal would be before the County Board and County Executive to pay back the furlough hours incurred in 2011 that exceeded a limit of 45 hours for AFSCME DC-48. The 45 hour limit is based on a previous court ruling applicable to 2009 and 2010 furlough hours for AFSCME DC-48. A request was made to provide an estimate of the dollars that would be paid if the 45 hour limit was applied to furlough hours taken by AFSCME DC-48 for the 2011 fiscal year that ended on December 31, 2011. If so determined by County resolution, the County would make a settlement payment to the members of the union through payroll, along with an interest payment for back interest owed.

B. The total cost of the settlement would be approximately \$1,176,000, which includes a principal payment of \$990,000 for the furlough hours that exceeded the 45 hour limit, and \$186,000 for interest on furlough hour settlement. The settlement calculation was based on a download of all furlough hours taken by AFSCME DC-48 employees during the 2011 calendar year. A total of 208 furlough hours were assigned to certain departments that had AFSCME DC-48 employees. Based on other State actions, the total furlough hours were reduced to 104 hours, with no additional furlough hours to be assigned or taken after July 2012. Of the 1,285 employees who were assigned furlough hours, only 897 would be receiving payout for hours that exceeded the limit. Many of these employees would be receiving a back payment of 59 hours, based on the assigned furlough hours of 104 hours. Some employees will exceed the 59 hours since they were still completing assigned furlough hours for the 2010 fiscal year. The average wage rate of the settlement is \$21.00, and the average principal settlement is \$1,100, and interest settlement of \$200. Some individuals are greater than this settlement amount since their wage rates are higher.

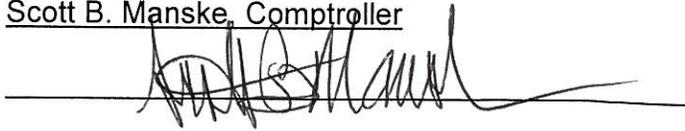
¹ If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

C. The funding would have to come from a contingency reserve establishh for the 2012 budget. No funds have been set aside for this payment. The 2012 preliminary financial results, indicates that the County is anticipating a surplus for the year.

D. No adjustment has been made for employees who were on a leave of absence, and were allowed to take furlough hours during this leave of absence. In the previous settlement, the County reduced the furlough hours for extended leaves of absences of employees. In addition, the calculated settlement does not provide for any adjustment for overtime, since furlough hours were not considered part of the overtime calcaultion. Further adjustments may be required if a final settlement is approved for payment.

Department/Prepared By Scott B. Manske, Comptroller

Authorized Signature



Did DAS-Fiscal Staff Review? Yes No

**INTEROFFICE COMMUNICATION
COUNTY OF MILWAUKEE**

DATE: November 20, 2012

TO: Mark Borkowski, Chairman
Committee on Judiciary, Safety and General Services

Willie Johnson & David Cullen, Co-Chairmen
Committee on Finance, Personnel and Audit

FROM: Mark A. Grady, Deputy Corporation Counsel

SUBJECT: Status update on pending litigation

The following is a list of significant pending cases which our office is prepared to discuss with the Committees, at your discretion. New information and additions to the list since last month are noted in **bold**:

1. *DC48 v. Milwaukee County* (Rule of 75)
Case No. 11-CV-16826
2. *MDSA v. Milwaukee County* (overturn arbitration award on layoffs)
Case No. 12-CV-1984
3. *MDSA v. Clarke and Milwaukee County* (recall of deputy sheriffs)
Case No. 12-CV-5551
4. *Hussey v. Milwaukee County* (Retiree health co-pays, deductibles, etc.)
Case No. 12-C-73 (U.S. District Court, **appealed by Hussey to U.S. Seventh Circuit Court of Appeals**)
5. *MDSA prohibited practice complaint* (MDSA and retiree health plan provisions)
WERC Case No. 792 No. 71690 MP-4726
6. *Stoker v. Milwaukee County* (1.6 multiplier)
Case No. 11-CV-16550 (**appealed to WI Court of Appeals by Milwaukee County**)
AFSCME v. Milwaukee County (1.6 multiplier)
Case No. 12-CV-9911 (**appealed to WI Court of Appeals by Milwaukee County**)

7. *FNHP and AMCA v. Milwaukee County* (Medicare Part B reimbursement)
Case No. 12-CV-1528 (**appealed to WI Court of Appeals by Milwaukee County**)
8. *Milwaukee County v. WERC and AFSCME* (2010 bargaining; furloughs)
Case No. 11-CV-12137
9. *MDSA v. Clarke & Milwaukee County* (G4S contract for bailiffs)
Case No. 12-CV-3410
MDSA WERC Prohibited Practice Complaint (G4S contract)
10. *McKenzie & Goodlette v. Milwaukee County* (captains layoffs)
Case No. 12-CV-0079
Rewolinski v Milwaukee County (captain layoff)
Case No. 12-CV-0645
Clarke v. Civil Service Commission (captains promotions and layoffs)
Case No. 12-CV-3366
11. *DC48 v. Milwaukee County* (seniority in vacation selection **and transfer rights**
under Sheriff)
Case No. 12-CV-3944
12. *Wosinski et al. v. Advance Cast Stone et al.* (O'Donnell Park)
Case No. 11-CV-1003 (consolidated actions)
13. *Christensen et al. v. Sullivan et al.* (Sheriff motion on medical care in jail)
Case No. 96-CV-1835
14. *Milwaukee Riverkeeper v. Milwaukee County* (Estabrook dam)
Case No. 11-CV-8784
15. *Milwaukee County v. Federal National Mortgage Ass'n. et al.* (transfer taxes)
Case No. 12-C-732 (U.S. District Court)
16. *Midwest Development Corporation v. Milwaukee County* (Crystal Ridge)
Case No. 12-CV-11071
17. *Milwaukee County v. MDSA* (overturn arbitration award for MDSA on overtime)
Case No. 12-CV-8411

18. *Pasko v. Milwaukee County*

Case No. 11-CV-2577 (sick allowance at retirement for former union employees who were not represented employees at retirement, **appealed to WI Court of Appeals by Milwaukee County**)

Porth v. Milwaukee County

Case No. 11-CV-4908 (consolidated with Pasko case, **appealed to WI Court of Appeals by Milwaukee County**)

Koehn v. Milwaukee County

Case No. 12-CV-1402 (**stayed in circuit court pending appeal of other cases**)

Marchewka v. Milwaukee County

ERD Complaint

MILWAUKEE COUNTY ELECTION COMMISSION
Inter-Office Memorandum

DATE: December 3, 2012

TO: Chairwoman Marina Dimitrijevic, Milwaukee County Board of Supervisors
Supervisor Mark Borkowski, Judiciary Committee Chairman

FROM: Lisa Catlin Weiner, Election Commission Administrator

SUBJECT: **From the Election Commission Administrator, submitting an informational report addressing Resolution adopted by the Intergovernmental Cooperation Council (ICC) relating to shift of election programming costs upon the municipalities**

This informational report is in response to the above-referenced resolution recently adopted by the Intergovernmental Cooperation Council (ICC), a copy of which is attached.

In addition to the legal basis of the policy change, as provided by the Office of the Corporation Counsel and outlined on page 3 of this memo, this office provides the following in support of the policy change:

- When a cost issue was brought up by one of our municipal clerks approximately 1-2 years ago relating to the responsibility of the printing cost of poll books for those elections without any municipal contests, this office checked with the Government Accountability Board (GAB), who had recently revised their cost of elections section of the election administration manual in which it was noted that programming was listed as the municipalities' responsibility, with the following statement within parentheses: "(Can be prorated proportionately between levels of government)."
- For consistency purposes, it would make sense to have the municipalities pay their own programming costs, especially since they are already responsible for most costs directly associated with the set-up and staffing of polling sites, such as poll worker wages, printing of the poll books, polling place notices (i.e. posters), voting supplies, and the purchase and maintenance of voting equipment.
- Municipalities are allowed to make their own decisions (within the GAB guidelines) on the type and quantity of voting equipment at each poll site. Some municipalities choose to use up four pieces of voting equipment at a single poll site for crowd control purposes or order additional memory cartridges to be programmed as back-ups – all of which the county had been responsible for its proportionate share prior to the policy change. Because the municipalities have the authority to use their own

discretion relating to voting equipment at each polling site, the county is unable to control these costs by limiting the number of voting machines at each polling site or number of memory cartridges to be programmed.

- The City of Milwaukee programs their voting equipment and has always been responsible for their own programming costs.
- The cost of programming is a very significant election-related expense. The programming cost for the November 6th presidential election is estimated at approximately \$100,000. Because this amount exceeds current budgeted appropriations, it will become necessary to request an appropriation transfer from the contingency fund.

Based on the above-listed points, along with the legal basis provided by the Office of the Corporation Counsel on the following page, shifting the full cost of programming voting equipment to the municipalities appears to this office to be a reasonable policy change.

me

cc: Kimberbly Walker, Corporation Counsel
Mark Grady, Deputy Corporation Counsel
James Carroll, Principal Assistant Corporation Counsel
Judith Mount, Chair, Board of Election Commissioners
W. Scott Nelson, Vice Chair, Board of Election Commissioners
David L. Sartori, Commissioner, Board of Election Commissioners

Issue Overview:

- In the past, the Milwaukee County Election Commission prorated the expenses of programming electronic voting systems between the County and the municipalities. In 2011, upon the advice of corporation counsel, the Election Commission changed its policy and stopped paying a portion of programming costs.

Rationale:

- Wis. Stat. Section 5.68 (1) states that the cost of “acquisition” and “regular maintenance” of voting machines or electronic voting systems is borne by the municipalities in which they are used. Additionally, Wis. Stat. Sections 5.83 and 7.25 both assign to the municipalities the responsibility for setting, adjusting and preparing for use any voting machines. These statutory provisions indicate that the expense of programming electronic voting systems rests with the municipalities. The statutory definition of “municipality” includes cities, towns, and villages—but not counties. Wis. Stat. § 5.02 (11).
- While the Wisconsin Government Accountability Board (“GAB”) indicates that programming costs may be prorated between county and municipalities, the GAB does not cite any statutory authority suggesting that prorating is required.

Applicable Statutes:

- **5.68 Cost of elections.**

(1) The cost of acquisition of ballot boxes and voting booths, voting machines or electronic voting systems and regular maintenance thereof shall be borne by the municipalities in which the boxes, booths, machines or systems are used.

- **5.83 Preparation for use of voting devices; comparison of ballots.**

Where voting devices are used at a polling place, the municipal clerk shall cause the voting devices to be put in order, set, adjusted and made ready for voting when delivered to the polling place. Before the opening of the polls the inspectors shall compare the ballots used in the voting devices with the sample ballots furnished and see that the names, numbers and letters thereon agree and shall certify thereto on forms provided by the board.

- **7.25 Voting machine officials’ duties.**

(1) The municipal clerk of each municipality in which voting machines are used is responsible for the proper ballot being placed on each machine, the sample ballots, setting, adjusting, and putting the machine in order to use in voting when delivered to the ward. For the purpose of labeling, setting, adjusting and putting the voting machines in order, one or more competent voting machine custodians may be employed.

To: Supervisor Theodore Lipscomb, Sr.
Chairman Intergovernmental Relations Committee

From: Patricia L. Yunk
Assistant Director of Intergovernmental Relations

Date: October 12, 2012

Re: Milwaukee County Election Commission
Intergovernmental Cooperation Council (ICC) Resolution

Per your request, attached is the Resolution that was offered at the last ICC meeting held on October 8, 2012 in Brown Deer. The proposed resolution was item number X on the published agenda. The Resolution was adopted by the ICC with no objection from any voting member present, including the County Executive.

Further, per your request, I will distribute a copy of the complete Resolution Packet, to members of the Finance, Personnel and Audit Committee.

Cc: Marina Dimitrijevic, Chairwoman

A RESOLUTION EXPRESSING THE INTERGOVERNMENTAL COOPERATION COUNCIL'S
(ICC) POSITION ON THE MILWAUKEE COUNTY ELECTION COMMISSION'S SHIFT OF
ELECTION PROGRAMMING COSTS UPON THE MUNICIPALITIES

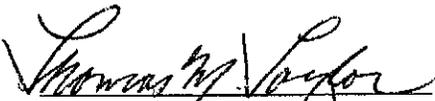
WHEREAS, the Milwaukee County Election Commission has unilaterally instituted a policy of shifting election programming costs entirely upon the municipalities in direct conflict with the historical pattern and practice of prorating proportionally between levels of government; and

WHEREAS, this unilateral policy shift of programming costs is at odds with the December 2011 Election Administrative Manual that specifically states on page 171 that the preparation of programming for electronic voting systems can be prorated proportionally between levels of government; and

WHEREAS, this unilateral policy shift seems to be based upon an interpretation by Milwaukee County Corporation Counsel of Wis. Stat. Section 5.83, which does not refer to any parties' responsibility to pay costs, and is not pertinent governing law.

NOW, THEREFORE, BE IT RESOLVED, that the ICC requests that the Milwaukee County Election Commission reverse its unilateral policy change of shifting election programming costs upon the municipalities, and return to the historical policies in place before such shift.

Introduced and passed unanimously at a meeting of the Intergovernmental Cooperation Council on the 8th day of October, 2012.


Franklin Mayor Tom Taylor
Chairman I.C.C.


Oak Creek Mayor Steve Scaffidi
Vice-Chairman I.C.C.