



COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION

Office of the Comptroller

DATE : June 4, 2014
TO : Supervisor Marina Dimitrijevic, Chairwoman, County Board of Supervisors
FROM : Scott B. Manske, Comptroller
SUBJECT: Request to Update Milwaukee County General Ordinances Chapters 32, 44, 46, 56 and 110 (REVISED)

Policy Issue

A recent review of the related County Ordinances containing the method for appealing an award from a Request for Proposal (RFP) process results in this request to the County Board to modify the policy contained within the ordinances. The relevant chapters include Chapter 32 on Procurement, Chapter 44 on Public Works Contracts, Chapter 46 on Purchase of Service Contracts, Chapter 56 on Professional Services and Chapter 110 on Municipal Administrative procedure. The recommended changes to the Ordinances are intended to clarify and unify the appeal procedures for all county contracts and bids and to provide further direction to Department Heads in the preparation and execution of RFPs.

Current Ordinances

Chapter 56 establishes the procedure by which contracts for Professional Services are issued and the requirements of departments when executing those contracts. It does not currently specify any procedure to follow in the event of an appeal of a contract resulting from an RFP process. Chapter 46 contains the procedure by which the Department of Health and Human Services (DHHS) awards Purchase of care and services contracts. It does not currently specify any procedure to follow in the event of an appeal of a contract resulting from an RFP process.

Chapters 32 and 44 contain different appeal procedures following the award of a project pursuant to bids and following the award of a contract for non-professional services or for commodities.

Chapter 110 of the Milwaukee County General Ordinances establishes that any person having a substantial interest which is adversely affected by an administrative determination by the County may have such determination reviewed under the specifics laid out in this Chapter.

Recommended Changes

The first major recommended change is to have all awards of contracts or bids by the county be governed by the same appeal process. Thus, any award of a contract for nonprofessional services or for commodities under chapter 32, any award of a project pursuant to a bid process under chapter 44, any award of a contract for a DHHS purchase of service contract under chapter 46 and any award of a contract for professional services under chapter 56 will be governed by one appeal process; that process is contained in a new section 110.20 of the ordinances. Amendments are made to chapters 32, 44, 46, 56 and 110 to cross-reference the new contract award review process now contained in chapter 110.20.

The steps of the new process are as follows:

- a notice is given to the bidders or proposers of the intent to award,
- an aggrieved party may request a review by the authority by filing a request within 10 business days; the request for review must include the party's reasons for reconsideration,
- the authority must provide a response within 15 business days, but that deadline may be extended by the authority up to a total of 45 calendar days;
- the aggrieved party may request a review within 5 business days of the response and must pay a deposit of \$1,000 towards the costs of the review;
- a Contract Award Reviewer is assigned to hear the review and may conduct any type of review proceeding the reviewer deems appropriate;
- The Reviewer is charged with determining if substantial procedural irregularities occurred in the RFP process and if the notice of intent to award should be rescinded;
- The reviewer issues a decision within 45 calendar days of the request.

A pool or panel of three reviewers is created to hear the reviews. The individuals are appointed by the County Executive with confirmation by the County Board. The reviewers must have experience with procurement or legal issues related to procurement. They serve three year terms and may be re-appointed. The reviews are assigned by alphabetical rotation among the reviewers. The reviewers are entitled to payment of an hourly rate set by the budget or, if not set in the budget, set by the Procurement Director. The County authority and the party that requested the review are each responsible for one-half of the cost of review. A requester must pay a \$1,000 deposit towards those costs.

The test to be applied by the reviewer is whether substantial rights of a party were so materially affected by procedural irregularities during the RFP or bid solicitation process that the notice of intent to award should be rescinded.

The existing process contained in chapter 110 remains in place for all other reviews that are not contract award reviews.

Chapter 56 – Professional Services

There are three major changes recommended for Chapter 56. First, the ordinance should be modified to direct all departments to include an appeal provision in their RFP that states that the County will follow the procedure established under Milwaukee County General Ordinances Chapter 110.20 for appeals of awards for RFPs. Second, Chapter 56 should also be modified to state that any appeal of intent to award in an RFP process will follow Chapter 110.20. This provides for instances where a department fails to include the necessary language in their RFP.

The third modification is the inclusion of the following listed requirements in the request to the Board for approval of any professional service contract:

- Department name and number.
- Dollar amount of contract.
- Name of professional services vendor under contract
- Length of time of contract
- Purpose of contract.
- Manner in which County policy on DBE goals was met, if applicable.
- Termination clauses
- Number of responses to RFP
- Whether any appeals were filed

Chapter 32 – Subchapter II - Procurement

Under County Ordinance Chapter 32, the office of procurement has an appeal process for both RFP and bids that is separate from Chapter 110 of the ordinances. The appeal process under Chapter 32 uses a Purchasing Standardization Committee, which generally would consist of other outside procurement directors. The changes proposed under Chapter 32 would be to eliminate the use of a Purchasing Standardization Committee from the appeal process for an RFP. Instead, the appeal would use the new section 110.20 of the County Ordinances, as proposed.

Chapter 44 – Public Works Contracts

Under this chapter a public works contract includes contracts for the purchase of services in connection with public works and facilities management work. This work

shall be issued by competitive bid. The current appeal process under this chapter is Chapter 110, as currently written. The proposal would be to change the appeal process to Chapter 110.20, as proposed in the attached resolution.

Chapter 46 – DHHS Purchase of Service Contracts

Under this chapter, a DHHS purchase of services contract includes contracts in connection with the care or treatment services the DHHS is authorized by statute to provide or purchase; and the services the commission on aging is authorized by law to provide or purchase. DHHS currently uses Chapter 110 as its appeal process by including notification in its RFPs and Intent to Award letters. The proposed changes contained in the attached resolution would be to add the appeal process to Chapter 46 by stating DHHS will use Chapter 110.20 for any appeals.

Committee Action

Approval of the attached ordinance changes are requested by the Comptroller to clarify the County's appeal process in regards to the awarding of contracts under chapter 32, 44, 46 and 56 and the appeal process of Chapter 110 of Milwaukee County Ordinances, as a result of an RFP process.



Scott B. Manske
Comptroller

cc: Chris Abele, County Executive
Supervisor Willie Johnson, Jr., Co-Chairman, Finance, Audit and Personnel
Committee
Supervisor David Cullen, Co-Chairman, Finance, Audit and Personnel Committee
Don Tyler, Director, Department of Administrative Services
Stephen Cady, Research Director, Office of the Comptroller

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(ITEM) From the Comptroller, recommending adoption of a resolution/ordinance to amend Chapters 32, 44, 56 and 110 of the Milwaukee County Code of General Ordinances relating to an appeal process for review of contract or bid awards, by recommending adoption of the following:

A RESOLUTION

WHEREAS, a recent review of Chapters 56 – Professional Services and 110 – Municipal Administrative Procedure results in the need to modify the policy contained within the ordinances to clarify the review of contract awards following an RFP process and to provide further direction to Department Heads in the preparation and execution of RFPs; and

WHEREAS, Chapter 32 currently contains a separate review process for contracts covered by that chapter; and

WHEREAS, Chapter 44 currently contains a separate review process for bids covered by that chapter; and

WHEREAS, Chapter 56 establishes the procedure by which contracts for Professional Services are issued and the requirements of departments when executing those contracts and it does not currently specify any procedure to follow in the event of an appeal of a contract resulting from an RFP process; and

WHEREAS, it is advantageous to have one process for the review of all contract or bid awards; and

WHEREAS, Chapter 110 of the Milwaukee County General Ordinances establishes that any person having a substantial interest which is adversely affected by an administrative determination by the County may have such determination reviewed under the specifics laid out in this Chapter; and

WHEREAS, reviews of contract or bid awards should be addressed by a procedure separate from the procedure currently applicable to other matters addressed by Chapter 110; and

WHEREAS, all departments should include an appeal provision in their RFP that states that the County will follow the procedure established herein; and

35
36 WHEREAS, the following listed items should be required in a request to the
37 Board for approval of any professional service contract:
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- 39 • Department name and number.
- 40 • Dollar amount of contract.
- 41 • Name of professional services vendor under contract
- 42 • Length of time of contract
- 43 • Purpose of contract.
- 44 • Selection of qualified DBE firm, if applicable
- 45 • Termination clauses
- 46 • Number of responses to RFP
- 47 • Whether any appeals were filed; and

48
49 WHEREAS, as a part of the appeal process a panel of qualified reviewers
50 should be created by Milwaukee County and be comprised of three individuals
51 appointed by the County Executive and confirmed by the County Board; and
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53 WHEREAS, requesters should be required to pay for one-half of the costs of
54 such reviews;
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56 now, therefore,
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58 BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby
59 amends Chapters 32, 44, 56 and 110 of the Milwaukee County Code of
60 General Ordinances by adopting the following:

61 **AN ORDINANCE**

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

64 **SECTION 1.** Chapter 110 of the General Ordinances of Milwaukee County is
65 amended as follows:

66 **110.01. – County Procedure Act**

67 (a) The county elects not to be governed by the provisions of Ch. 68, Wis. Stats.,
68 except for s. 68.13, Wis. Stats., regarding judicial review, which shall apply to
69 circuit court certiorari reviews of ~~committee~~ final decisions under this chapter.
70 The common law rules applicable to certiorari review by a court shall govern
71 such appeals.

72 (b) Any person having a substantial interest which is adversely affected by an
73 administrative determination, as set forth in sections 110.02(b) and 110.20, of a
74 county authority, as defined in section 110.02 (a), below, may have such
75 determination reviewed as provided in this chapter.

76 (c) The remedies under this chapter shall be exclusive.

77 **110.02. - Definition and reviewable/non-reviewable determinations.**

78 (a) "County authority" includes every county body, board, commission,
79 committee, agency, officer, employe, or agent thereof making a determination
80 under subsection (b), except the county board of supervisors or a duly
81 constituted committee or subcommittee thereof.

82 (b) The following determinations are reviewable under ~~this chapter~~ subsections
83 110.03 – 110.10:

84 (1) Except as provided in section 110.02(c)(2) and 110.20, ~~the~~ grant or
85 denial in whole or in part after application of a ~~contract~~, permit, license,
86 right, privilege, or authority.

87 (2) The suspension, revocation or nonrenewal of an existing ~~contract~~, permit,
88 license, right, privilege, or authority.

89 (3) The denial of a grant of money or other thing of substantial value under
90 a statute or ordinance prescribing conditions of eligibility for such grant.

91 (4) The imposition of a penalty or sanction upon any person except a
92 county employe or officer, other than by a court.

93 (c) The following determinations are not reviewable under ~~this~~
94 ~~chapter~~ subsections 110.03 – 110.10:

95 (1) A legislative enactment. A legislative enactment is an ordinance,
96 resolution or adopted motion of the county board or any of its duly
97 constituted committees or subcommittees.

98 (2) Any action subject to administrative or judicial review procedures under
99 other statutes or county ordinances, including, but not limited to, actions
100 subject to review under section 110.20 of the ordinances.

101 (3) The denial of a tort or contract claim for money, required to be filed with
102 the county pursuant to-statutory procedures for the filing of such claims.

103 (4) The suspension, removal or disciplining or nonrenewal of a contract of a
104 county civil service employe, appointed employe, consultant, independent
105 contractor, contract employe or officer.

106 (5) Determinations made under chapter 32 of this code of general
107 ordinances.

108 (6) Judgments and orders of a court.

109 (7) Determinations made during county labor negotiations.

110 (8) Notwithstanding any other provisions of this chapter, any action or
111 determination of the county which does not involve the constitutionally
112 protected right of a specific person or persons to due process in connection
113 with the action or determination.

114 (9) A decision of the department of health and human services to deny,
115 suspend or revoke a child day care certification under s. 48.651, Wis. Stats. a
116 decision of the director of that department under s. 48.685(5c) (b), Wis. Stats.
117 to uphold a determination that a person desiring certification has failed to
118 demonstrate that he/she has been rehabilitated, or a decision of the
119 department of administrative services to certify a debt owed to Milwaukee
120 County to the Department of Revenue under s. 71.935, Wis. Stats. the
121 municipal tax refund intercept program ("TRIP"). The department of
122 administrative services shall adopt and implement policies and procedures
123 for the review of those decisions, which procedures shall include an
124 evidentiary hearing which substantially meets the requirements of s. 68.11,
125 Wis. Stats.

126 (d) All determinations by county agencies or administrators reviewable under
127 this chapter are administrative decisions and shall be attended by the usual
128 legal presumptions granted at common law to administrative determinations.
129 The burden of proof shall be upon the appellant to establish that the
130 determination is erroneous. The test before the standing committee shall be the
131 same as a common law certiorari review.

132 **110.03. - Persons aggrieved.**

133 A person aggrieved includes any individual, partnership, limited liability
134 company, corporation, association, public or private organization whose rights,
135 duties or privileges are directly adversely affected by a determination of a
136 county authority.

137 **110.04. - Reducing determination to writing.**

138 If a determination subject to this chapter is made orally or, if in writing, does not
139 state the reasons therefor, the authority making such determination shall, upon
140 written request of any person aggrieved by such determination, filed with the
141 authority within ten (10) days of notice of such determination, reduce the
142 determination and the reasons therefor to writing and mail or deliver such
143 determination and reasons to the persons making the request. The
144 determination shall be dated, and shall advise such person of the right to have
145 such determination reviewed, the time within which such review may be
146 obtained, and the office or person to whom a request for review shall be
147 addressed. If no request for a written determination is received by the authority
148 within the time provided, the oral determination shall be deemed the final
149 determination for purposes of appeal.

150 **110.05. - Notice of appeal.**

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152 Any person aggrieved may have a written or oral determination reviewed by
153 filing a written notice of review with the authority which made such
154 determination within five (5) working days of the date of the mailing of such
155 notice to the aggrieved person of such determination. The request for review
156 shall state the ground or grounds upon which the person aggrieved contends
157 that the decision should be modified or reversed.

158

159 **110.06 Initial review of determination by authority**

160 A review under this section may be made by the authority which made the
161 initial determination, or its designee. The reviewing authority shall issue a written
162 decision within ten (10) working days of the filing of the request. The time for
163 review may be extended at the discretion of the authority. The person
164 aggrieved may file with the notice of review, or within the time agreed with the
165 authority, written evidence and argument in support of the person's position with
166 respect to the initial determination. The authority may affirm, reverse or modify
167 the initial determination and shall mail or deliver to the person aggrieved a
168 written decision on review, which shall state the reasons for such decision. The
169 decision shall advise the person aggrieved of the right to appeal the decision,
170 the time within which appeal shall be taken, the county board standing
171 committee responsible for an appeal hearing under section 110.07, and the
172 office or person with whom notice of appeal to the standing committee shall be
173 filed.

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175 **110.07. – Appeal to county board standing committee.**

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177 (a) Appeal from the authority initial review shall be exclusively to the
178 appropriate county board standing committee.

179 (b) Notice of appeal of the initial review shall be in writing and must be filed
180 by the aggrieved party within five (5) working days of the mailing date of the
181 decision.

182 (c) Notice of appeal shall be filed with the county authority which issued the
183 initial review determination. The authority shall forthwith notify the clerk of the
184 standing committee of the filing of the notice of appeal and proceed to
185 prepare the record needed for the committee review.

186 (d) The standing committee or a review committee with members appointed
187 by the committee chairperson and confirmed by the committee shall conduct
188 a hearing on the appeal within ten (10) days of the filing of the notice of
189 appeal. This period may be extended at the sole discretion of the committee
190 chair.

191 (e) A review committee member, except for department of human services
192 employes who are excluded from membership on the child care certification
193 review panel, may be an employe of the county department rendering the
194 administrative decision provided that such member is an impartial decision
195 maker who did not participate in making or reviewing the initial determination.
196 Further, any department employe appointed by the committee chair to serve
197 on a review committee shall conduct their review and render their
198 determination based upon the policies of the standing committee for which
199 they are a representative.

200 (f) Committee actions and remedies. The standing committee has full
201 discretion to affirm the administrative determination, reverse it, modify it in any
202 way, conduct further evidentiary hearings or refer the matter back to the
203 administrator or agency for further evidentiary hearing and findings.

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205 **110.08. Conduct of hearing before standing committee.**

206 (a) If the standing committee decides to hold an evidentiary hearing, the
207 appellant and the authority may be represented by an attorney and may
208 present evidence and call and examine witnesses and cross-examine witnesses
209 of the other party. The committee chair, or his or her designee, shall be
210 responsible for the orderly conduct of the proceeding and for evidentiary
211 rulings. The appellant has the burden of proceeding first and the burden of

212 persuasion. Witnesses shall be sworn by the person conducting the hearing. The
213 rules of evidence shall generally apply to the hearing. The committee may
214 permit hearsay evidence, but its decision may not be based solely upon
215 hearsay. The committee may issue subpoenas. Any party or his or her attorney of
216 record may issue subpoenas to compel the attendance of witnesses or the
217 production of documents. A subpoena issued by a party or his or her attorney
218 must be in substantially the same form as provided in s. 805.07(4), Wis. Stats., and
219 must be served in the manner provided in s. 805.07(5), Wis. Stats. A copy of the
220 subpoena shall be filed immediately with the committee clerk. Any hearings
221 conducted under this chapter shall be recorded in any manner permitted by
222 law and the record, including all exhibits admitted into evidence before the
223 committee, preserved for one (1) year from the date the decision is issued.

224 (b) The committee may convene in closed session to deliberate at the close
225 of the hearing, but shall reconvene in open session to vote upon the decision.
226 The decision of a majority of the committee members who participated in the
227 hearing shall constitute the decision of the committee. Within twenty (20) days
228 of completion of the hearing the committee shall serve the appellant by
229 certified mail or personal service with its written determination, which shall
230 contain the reasons for its decision. A copy of the decision shall also be sent to
231 the county authority in question and the corporation counsel. Such
232 determination shall be the final county administrative review. The exhaustion of
233 the administrative remedy created by this chapter is a condition precedent to a
234 circuit court review of a decision of any county authority covered by this
235 chapter.

236 **110.09. Review committee.**

237 A review committee, as provided for under sec. 110.07(d), shall consist of a
238 minimum of three (3) but not to exceed five (5) members, who shall conduct a
239 review of the administrative decisions by county departments. Review hearings
240 by such committees shall be based upon records maintained by county or state
241 departments and shall be reviewed and determinations made based upon the
242 following test:

- 243 (1) Did the department keep within its jurisdiction?
- 244 (2) Did the department act according to law?
- 245 (3) Was the action of the department arbitrary, oppressive, or unreasonable,
246 representing its will and not its judgment? and
- 247 (4) Was the evidence such that the department might reasonably make the
248 determination in question?

249 The committee should conduct as extensive a hearing as it believes is required
250 to apply the "test" outlined. Any decision rendered by the review committee
251 shall have the same validity as a determination made by the standing
252 committee.

253 **110.10. Irregularities not fatal.**

254 No defect of form, procedure or substance in any proceeding or hearing under
255 this chapter shall affect the jurisdiction of a committee or invalidate its decision
256 unless it is proven by clear and convincing evidence to have in fact prejudiced
257 the substantial rights of a party.

258 **110.20 . Contract award appeals.**

259 (1) Appeals pursuant to sections 32.26(2), 32.50(1), 44.10 and 56.30(5)(c) of the
260 ordinances shall follow the procedure set forth in this section.

261 (2) Award and Appeal process.

262 (a) A County authority may not accept a winning bid and may not
263 submit a contract to the County Board, if County Board approval is
264 required, or to the County Executive for execution until the expiration of
265 the time allotted under sub. (b) to submit a request for review has expired.
266 If a review is requested under this section, the County authority may not
267 accept the winning bid or may not submit the contract at issue to the
268 County Board, if County Board approval is required, or to the County
269 Executive for execution until the conclusion of the appeal procedures set
270 forth below.

271 (b) Any bidder or proposer not recommended to receive a contract or
272 bid award may submit a request for review of the notice of intent to
273 award a contract or bid to the County authority making such
274 determination within ten (10) business days of the date of the notice of
275 the determination. The bidder or proposer shall state reasons why the
276 bidder or proposer believes the contract or bid should not be awarded as
277 noticed. Upon receipt of a timely request, the County authority shall
278 provide a written response to the requestor(s) setting forth the rationale
279 justifying the selection of the recommended bidder or proposer. The
280 response shall be provided within fifteen (15) business days of the receipt
281 of a request. The time for response may be extended in the discretion of
282 the County authority up to forty-five (45) calendar days from receipt of
283 the request. If the notice of intent to award was based on an RFP process,
284 the response issued pursuant to this paragraph shall include a summary of
285 the process, material issues, the scoring of the technical and price portion,

286 and information on the type of individuals who served on the evaluation
287 panel; however, the names of the panel members shall not be included.
288 The response shall inform the requester of the right to review, the deadline
289 for filing a request for review, the name and address of the Procurement
290 Director and the requirement for a payment as set forth in paragraph (4).

291 (c) Any bidder or proposer who made a request under paragraph (b)
292 may file a request for a review by a Contract Award Reviewer. The
293 request for review must be filed with the Procurement Director within five
294 (5) business days of the date of the response from the division or
295 department head and must be accompanied by the payment set forth in
296 paragraph (4).

297 (d) Within five business days of receipt of the request for review with
298 payment, the Procurement Director shall inform the requestor, the division
299 or department head and the Reviewer of the name of the assigned
300 Reviewer. Reviewers shall be assigned in rotation (by alphabetical order
301 based on last name) to conduct reviews in the order in which requests for
302 review are filed.

303 (e) The Contract Award Reviewer shall use such review procedures as he
304 or she deems appropriate, including by way of example but without
305 limitation, a hearing, oral argument or written submissions.

306 (f) The sole question to be determined by a Contract Award Reviewer is
307 whether substantial rights of a party were so materially affected by
308 procedural irregularities during the RFP or bid solicitation process that the
309 notice of intent to award should be rescinded. Procedural irregularities
310 may include, but are not limited to, a failure by the County authority to
311 follow the requirements of the RFP or bid solicitation as published. The
312 Contract Award Reviewer may determine that the notice of intent to
313 award should be affirmed or rescinded based only upon the preceding
314 test. The Reviewer shall issue a written decision on the appeal. The
315 decision shall be issued within forty-five (45) calendar days of the selection
316 of the Reviewer.

317 (3) A panel of three (3) Contract Award Reviewers shall be established and
318 maintained. The County Executive shall nominate individuals to serve as
319 Contract Award Reviewers, subject to confirmation by the County Board. The
320 Reviewers shall remain members of the panel for three (3) years from
321 confirmation of appointment and may be re-appointed for additional three (3)
322 year terms by the County Executive, subject to re-confirmation by the County
323 Board. The persons nominated shall possess experience and qualifications in

324 procurement processes or legal matters related to procurement. County
325 employees, officers or elected officials are not eligible for nomination.

326 (4) Contract Award Reviewers shall be entitled to payment of an hourly fee and
327 reimbursement for costs. The hourly rate shall be established in the annual
328 adopted budget or, if not so established, shall be determined by the
329 Procurement Director. The requestor and the County shall each be responsible
330 for one-half of the fees and costs of the Reviewer. The requestor shall submit an
331 advance payment, as a deposit, in the amount of \$1000.00, towards the final
332 amount determined upon completion of the review. This payment shall be
333 submitted together with the request for review set forth in paragraph (c) and the
334 Procurement Director shall not process any request submitted without this
335 accompanying payment. Failure of a requester to make payment of one-half
336 of the total fees and costs of a review shall bar the requester from filing or
337 having heard any other requests for review until such time as the requester
338 makes such payment.

339

340 **SECTION 2.** Chapter 32.23 of the General Ordinances of Milwaukee County is
341 amended as follows:

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343 **32.23 Purchasing standardization committee.**

344 (1) There shall be a purchasing standardization committee composed of three
345 (3) private citizens: a representative of: the department of human resources,
346 department of parks, recreation and culture, department of public works and
347 the sheriff's department. Each of the departmental representatives shall be
348 selected by the department head. The private citizen members are to be
349 appointed by the county executive for a term of four (4) years, subject to the
350 confirmation of the county board, and shall be residents of the county who are
351 knowledgeable in procurement. A representative of the corporation counsel's
352 office and the procurement director or his or her designee shall be technical
353 advisers to the committee.

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355 (2) The committee is empowered to do the following:

- 356 (a) Adopt operating rules and procedures, and shall elect a vice-
357 chairperson, for a one year term, and such other officers as may be
358 required.
- 359 (b) Review supplies, materials and equipment commonly used for
360 adoption of appropriate standards by all departments.

361 (c) Adopt, revise and promulgate written standards which satisfy the
362 requirements of the county. After adoption, they shall apply to
363 every future purchase and contract for the commodity described,
364 unless exempted by the committee.

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366 (3) Establish technical subcommittees.

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368 ~~(4) Hear appeals as defined in sections 32.26 and 32.51.~~
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370 **SECTION 3.** Section 32.26 of the General Ordinances of Milwaukee County is
371 amended as follows:

372 **32.26 Protest and appeal procedure.**

373 Protests to any sealed bid, procurement or award recommended by the
374 procurement director or his or her designee may be made by any bidder and/or
375 using department head as follows:

376 (1) *Prior to bid opening:*

377 (a) Protests to form and content of bid documents shall be received by
378 the procurement director or his or her designee not less than five (5)
379 days prior to the time scheduled for bid opening. A protest shall be
380 in writing and state the reason for it.

381 (b) The procurement director or his or her designee shall review protests
382 and, if modification is necessary, the bid opening date shall be
383 extended and addenda containing the changes shall be sent to
384 each bidder. If modification is rejected, the protestor shall be
385 notified. The decision of the procurement director or his or her
386 designee is final.

387 (2) *After bid opening:*

388 (a) Protests concerning irregularities on sealed bid opening procedures,
389 or compliance by bidders with bid documents, shall be ~~received by~~
390 ~~the procurement director or his or her designee within seventy two~~
391 ~~(72) hours after time of bid opening~~ filed pursuant to section 110.20
392 of the ordinances.

393 ~~(b) When a sealed bid is awarded to other than the low bidder, all~~
394 ~~bidders shall be notified in writing by certified mail, return receipt~~
395 ~~requested, or by fax machine transmission, of the proposed award.~~
396 ~~Protests to the award must be delivered to the procurement~~
397 ~~director or his or her designee within seventy two (72) hours after~~
398 ~~receipt of notice. The procurement director's or his or her designee's~~

399 copy of the fax transmission cover sheet, or the department's fax
400 log, shall be conclusive proof of the time and date of receipt by a
401 bidder.

402 ~~(c) A protest under either subsection (a) or (b) must be in writing and~~
403 ~~state the reason for it. The procurement director or his or her~~
404 ~~designee shall review the protest and notify the protestor of a~~
405 ~~decision in writing by fax, within five (5) days. No contract shall be~~
406 ~~awarded while a protest is pending. A protest which is untimely, fails~~
407 ~~to state the reason for it or shall have been made prior to bid~~
408 ~~opening is invalid. The decision of the procurement director or his or~~
409 ~~her designee disqualifying the protest for these reasons is final and~~
410 ~~cannot be appealed.~~

411 ~~(3) Appeals to purchasing standardization committee:~~

412 ~~(a) Protests from decisions of the procurement director or his or her~~
413 ~~designee shall be made to the purchasing standardization~~
414 ~~committee by delivering a written request for appeal hearing both~~
415 ~~to the procurement division and the committee within seventy two~~
416 ~~(72) hours after receipt of the procurement director's or his or her~~
417 ~~designee's decision.~~

418 ~~(b) The request shall state the grounds upon which the protest is based~~
419 ~~and shall request an appeal hearing. No contract shall be awarded~~
420 ~~until final disposition of the protest.~~

421 ~~(c) The chairperson of the committee shall notify all interested persons~~
422 ~~of the time and place of the hearing.~~

423 ~~(d) The committee shall affirm, reverse or modify the decision of the~~
424 ~~procurement director or his or her designee and its decision shall be~~
425 ~~final.~~

426

427 **SECTION 4.** Section 32.40 of the General Ordinances of Milwaukee County
428 are amended as follows:

429 **32.40 General.**

430 (1) Requests for proposals (RFPs) are used in negotiated acquisitions to
431 communicate county requirements to prospective vendors and to solicit
432 proposals from them. Solicitations shall contain the information necessary to
433 enable prospective vendors to prepare proposals properly. Solicitation
434 provisions and contract clauses may be incorporated into the solicitations and
435 contracts by reference.

436 (2) The procurement director or his or her designee shall furnish identical
437 information concerning a proposed acquisition to all prospective vendors.

438 (3) The procurement director or his or her designee shall solicit proposals only
439 when there is a definite intention to award a contract.

440 (4) A proposal received in response to an RFP is an offer that can be
441 accepted by the county to create a binding contract.

442 (5) Letter RFPs should be as clear and concise as possible, exclude any
443 unnecessary verbiage or notices; and, as a minimum, contain the following:

444 (a) RFP number and date.

445 (b) Name and address of contracting office.

446 (c) Type of contract contemplated.

447 (d) Quantity, description, and required delivery for the item.

448 (e) Applicable certifications and representations.

449 (f) Contract terms and conditions.

450 (g) Offer due date.

451 (h) Other relevant information; e.g., incentives, variations in delivery
452 schedule, any peculiar or different requirements, cost proposal
453 support and different data requirements.

454 (6) Solicitation for services as defined in section 32.20(2) and (17) with an
455 aggregate value in excess of fifty thousand dollars (\$50,000.00) shall be
456 approved by the county board prior to award. Approval shall not be requested
457 until after completion of the ~~protest and~~ appeal process outlined in ~~sections~~
458 ~~32.50 and 32.51 of this subchapter~~ section 110.20 of the ordinances.

459 (7) Notwithstanding any other provisions of this chapter to the contrary,
460 where adequate competition exists, the purchasing administrator [procurement
461 director or his or her designee] shall have the authority, in any situation where a
462 contract is to be let through the negotiated acquisition process, to reserve such
463 contract exclusively for vendors listed as small business enterprises as defined in
464 section 42.02(k). In such event, the solicitation announcements shall indicate
465 such reservation, citing this subsection as authority therefore. Reservations by the
466 purchasing administrator [procurement director or his or her designee] may be
467 on a commodity basis or on an individual contract basis.
468

469 **SECTION 5.** Chapter 32.49 of the General Ordinances of Milwaukee County is
470 amended as follows:
471

472 **32.49. Awards.**

473 In awarding a contract, price is but one (1) factor to be considered, and the
474 award is not required to be made to the lowest responsive, responsible bidder.
475 Awards shall be made to the responsive, responsible firm whose proposal overall
476 is the most advantageous to the county, as determined in the sole opinion of
477 the procurement director or his or her designee. The county reserves the right to
478 reject all proposals if the procurement director or his or her designee, in his or her
479 sole discretion, determines such rejection to be in the public interest. Such
480 rejection is not subject to appeal to the purchasing standardization committee.

481
482 **SECTION 6.** Section 32.50 of the General Ordinances of Milwaukee County is
483 amended as follows:

484
485 **32.50 Protests to awards.**

486
487 (1) All unsuccessful offerors shall be notified by fax machine transmission of
488 the pending contract award. Protest to the award must filed pursuant to section
489 110.20 of the ordinances, ~~be delivered to the procurement director or his or her~~
490 ~~designee within seventy-two (72) hours after receipt of notice. The procurement~~
491 ~~director's or his or her designee's copy of the fax transmission cover sheet, or the~~
492 ~~departments fax log, shall be conclusive proof of the time and date of receipt~~
493 ~~by the offeror.~~

494 (2) ~~A protest must be in writing and clearly state the reason for it. The~~
495 ~~procurement director or his or her designee shall review the protest and notify~~
496 ~~the protestor of a decision by fax machine transmission within five (5) days. No~~
497 ~~contract shall be awarded while a protest is pending. A protest that is untimely~~
498 ~~or fails to clearly state the reason for the protest is invalid. The procurement~~
499 ~~director's or his or her designee's copy of the fax transmission cover sheet, or the~~
500 ~~departments fax log, shall be conclusive proof of the time and date of receipt~~
501 ~~by the offeror.~~

502 (3) ~~The decision of the procurement director or his or her designee~~
503 ~~disqualifying the protest for these reasons is final and cannot be appealed.~~

504
505 **SECTION 7.** Chapter 32.51 of the General Ordinances of Milwaukee County is
506 amended as follows:

507
508 **32.51 Appeals to purchasing standardization committee.**

510 (1) Except as provided in sections 32.26, 32.46(3), 32.49 and 32.50(~~13~~), protests
511 from decisions of the procurement director or his or her designee shall be made
512 to the purchasing standardization committee by delivering a written request for
513 appeal hearing both to the procurement division and the purchasing
514 standardization committee within seventy-two (72) hours after receipt of the
515 procurement director's or his or her designee's decision.

516 (2) The request shall state the grounds upon which the protest is based and
517 shall request an appeal hearing. No contract shall be awarded until final
518 disposition of the protest.

519 (3) The chairman of the purchasing standardization committee shall notify all
520 interested persons of the time and place of the hearing.

521 (4) The purchasing standardization committee shall affirm, reverse or modify
522 the decision of procurement director or his or her designee and its decision shall
523 be final.

524
525 **SECTION 8.** Chapter 44.10 of the General Ordinances of Milwaukee County is
526 amended as follows:

527 **44.10 Appeal.**

528 Bidders whose bids have been rejected may file appeals pursuant to chapter
529 110.20 of the Code.

530 **SECTION 9.** Section 56.30(5) of the General Ordinances of Milwaukee County
531 is amended as follows:

532 **56.30 – Professional Services**

533 (5) *Request for proposal.*

534 (a) *When required.* When it is estimated that a contract for professional services
535 has a value of fifty thousand dollars (\$50,000.00) and over, it is required that a
536 request for proposal (RFP) be used to attempt to solicit a minimum of three (3)
537 proposals. Department administrators shall give appropriate notice to
538 prospective vendors of services to be retained. At a minimum, such notice shall
539 include publication of an ad in a newspaper serving the Milwaukee area. The
540 use of an RFP is discretionary for any professional services contract with a value
541 of less than fifty thousand dollars (\$50,000.00). If an RFP is used or not, it still is
542 required to document the process and the reasons shall be documented in
543 writing by the administrator and retained in departmental files for a period of
544 seven (7) years after contract completion. Documentation shall include the RFP,
545 memos, proposals, score sheets, analyses, contracts and any other document
546 used in determining the award of a contract.

547 (1) For a contract with an estimated value between fifty thousand dollars
548 (\$50,000.00) and one hundred thousand dollars (\$100,000.00), the request
549 for proposal procedure need not be used if it is determined by an
550 administrator to be cost effective to the county not to seek proposals.
551 Such action shall be reported, in writing, with an explanation as to the
552 benefits derived from not seeking proposals, to the county board when
553 the contract is submitted for approval.

554 (2) The request for proposal procedure need not be used for a contract
555 with an estimated value of fifty thousand dollars (\$50,000.00) or more, if
556 immediate action is required to preserve property or protect life, health or
557 welfare of persons. Such action shall be reported in writing within forty-
558 eight (48) hours after the initial emergency action to the county board,
559 county executive and department of administration. Payments shall not
560 be restricted by normal budget limitations. Appropriation transfers, if
561 required, shall be initiated in accordance with fiscal procedures.

562 (3) The request for proposal procedure must be used for all contracts with
563 an estimated value of one hundred thousand dollars (\$100,000.00) or
564 more unless action is required to protect property or protect life, health or
565 welfare of persons, or in circumstances where contractual services are
566 approved by specific county board action.

567 (b) *Content.* The request for proposal shall contain the evaluation criteria which
568 will be used to select the successful contractor. The relative importance of each
569 of these items will depend to some degree on specific services being sought. It is
570 essential that the RFP enumerate the evaluation criteria which will be used to
571 select the successful contractor. The RFP shall also include the foundation and
572 mechanism for billing for any professional service. The RFP shall also include
573 language stating that any appeal of the intent to award a contract shall follow
574 the process set forth in section 110.20 of the ordinances.

575 (c) *Evaluation procedure.* More than one (1) person shall evaluate all proposals.
576 Oral presentations should be used to supplement the written proposal if it will
577 assist in the evaluation procedure. The firms to be invited to make an oral
578 presentation can be determined after the initial review and ranking of the
579 proposals based on the criteria outlined in the RFP. Upon completion of the
580 evaluation procedure and a determination being made by the appropriate
581 division or departmental authority, a notice of intent to award the contract to
582 the successful proposer shall be communicated to all proposers.

583 (d) *Disclosure.* Contract administrators, evaluation panel members, or potential
584 members, department administrators and persons selecting evaluation panel
585 members are required to fully disclose on forms approved by the Ethics Board

586 any experience, contact or relationship with bidders that would create a
587 potential conflict of interest, or the appearance of a conflict of interest, as
588 defined in chapter 9 of these ordinances, in awarding or managing a contract.
589 Such disclosure shall be presented to the administrator of the department letting
590 the contract who shall forward the disclosure to the Ethics Board with a written
591 request for a determination as to whether the disclosing party should be
592 disqualified from evaluating, selecting or administering the proposed contract.
593 The determination of the Ethics Board must be documented and included in the
594 department's files for the contract and shall be retained as required under
595 subsection (a) of this section. The provisions of this section are to be included in
596 the Milwaukee County Administrative Procedures Manual. All the provisions set
597 forth in the Milwaukee County Code of Ethics are in full force and effect and are
598 not abrogated in any way by these requirements.

599 (e) Reporting requirement for contract approval. When County Board
600 approval of the contract is required, all department administrators shall submit a
601 report with the request for approval to the County Board. Such reports shall
602 include the following information:

- 603 (1) Department name and number.
- 604 (2) Dollar amount of contract.
- 605 (3) Name of professional services vendor under contract.
- 606 (4) Length of time of contract.
- 607 (5) Purpose of contract.
- 608 (6) Manner in which County policy on DBE goals was met, if applicable.
- 609 (7) Termination clauses.
- 610 (8) Number of responses to RFP
- 611 (9) Whether any appeals were filed

612 (f) County Board approval and contact. The County Board shall not take
613 action to recommend approval or rejection of any contract and the County
614 Executive shall not sign any contract while an appeal pursuant to section 110.20
615 is pending. No proposer or any person affiliated with a proposer shall have any
616 contact or communication with County Board members or its staff concerning
617 the subject of any contract being sought through an RFP process while the RFP
618 process is open or while an appeal pursuant to section 110.20 is pending.

619

620

621

SECTION 10. The provisions of this ordinance shall be effective upon passage and publication.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: March 28, 2014

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Request to Update Milwaukee County General Ordinances Chapters 32, 44, 56 and 110

FISCAL EFFECT:

- | | |
|--|--|
| <input type="checkbox"/> No Direct County Fiscal Impact
<input type="checkbox"/> Existing Staff Time Required
<input checked="" type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below)
<input type="checkbox"/> Absorbed Within Agency's Budget
<input checked="" 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	\$21,000	\$21,000
	Revenue		
	Net Cost	\$21,000	\$21,000
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.

The Office of the Comptroller is requesting updates to Milwaukee County General Ordinances Chapters 32, 44, 56 and 100 to clarify and unify the appeal procedures for all county contracts and bids and to provide further direction to Department Heads in the preparation and execution of RFPs for professional services.

The recommended changes include a provision to create a pool or panel of reviewers which will hear reviews. The individuals are appointed by the County Executive with confirmation by the County Board. The reviewers must have experience with procurement or legal issues related to procurement. They serve 3 year terms and may be re-appointed. The reviews are assigned by alphabetical rotation among the reviewers. The reviewers are entitled to payment of an hourly rate set by the budget or, if not set in the budget, set by the Procurement Director. The County authority and the party that requested the review are each responsible for one-half of the cost of review. A requester must pay a \$1,000 deposit towards those costs.

Assuming that three reviews will be heard annually by the panel for an average of 10 days at \$175/hour, the resulting total cost is \$42,000 which would be split by the County and the aggrieved party. The County's share would then be approximately \$21,000.

There is no appropriation for the anticipated costs in 2014. Therefore, these costs would either have to be absorbed within a department's budget or paid for through contingency funds. Future funding would be determined in subsequent annual budgets.

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.

² Community Business Development Partners' review is required on all professional service and public work construction contracts.

Department/Prepared By CJ Pahl

Authorized Signature 

Did DAS-Fiscal Staff Review? Yes No

Did CDBP Review?² Yes No Not Required

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A SUBSTITUTE RESOLUTION/ORDINANCE

(ITEM) From the Comptroller, recommending adoption of a resolution/ordinance to amend Chapters 32, 44, 46, 56 and 110 of the Milwaukee County Code of General Ordinances relating to an appeal process for review of contract or bid awards, by recommending adoption of the following:

A RESOLUTION

WHEREAS, a recent review of Chapters 56 – Professional Services and 110 – Municipal Administrative Procedure results in the need to modify the policy contained within the ordinances to clarify the review of contract awards following an RFP process and to provide further direction to Department Heads in the preparation and execution of RFPs; and

WHEREAS, Chapter 32 currently contains a separate review process for contracts covered by that chapter; and

WHEREAS, Chapter 44 currently contains a separate review process for bids covered by that chapter; and

WHEREAS, Chapter 56 establishes the procedure by which contracts for Professional Services are issued and the requirements of departments when executing those contracts and it does not currently specify any procedure to follow in the event of an appeal of a contract resulting from an RFP process; and

WHEREAS, Chapter 46 establishes the procedure by which purchase of service contracts are issued but does not currently specify any procedure to follow in the event of an appeal of a contract after award; and

WHEREAS, it is advantageous to have one process for the review of all contract or bid awards; and

38 WHEREAS, Chapter 110 of the Milwaukee County General Ordinances
39 establishes that any person having a substantial interest which is adversely
40 affected by an administrative determination by the County may have such
41 determination reviewed under the specifics laid out in this Chapter; and
42

43 WHEREAS, reviews of contract or bid awards should be addressed by a
44 procedure separate from the procedure currently applicable to other matters
45 addressed by Chapter 110; and
46

47 WHEREAS, all departments should include an appeal provision in their RFP
48 that states that the County will follow the procedure established herein; and
49

50 WHEREAS, the following listed items should be required in a request to the
51 Board for approval of any professional service contract:
52

- 53 • Department name and number.
- 54 • Dollar amount of contract.
- 55 • Name of professional services vendor under contract
- 56 • Length of time of contract
- 57 • Purpose of contract.
- 58 • Selection of qualified DBE firm, if applicable
- 59 • Termination clauses
- 60 • Number of responses to RFP
- 61 • Whether any appeals were filed; and
62

63 WHEREAS, as a part of the appeal process a panel of qualified reviewers
64 should be created by Milwaukee County and be comprised of three individuals
65 appointed by the County Executive and confirmed by the County Board; and
66

67 WHEREAS, requesters should be required to pay for one-half of the costs of
68 such reviews; now, therefore,
69

70 BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby
71 amends Chapters 32, 44, 46, 56 and 110 of the Milwaukee County Code of
72 General Ordinances by adopting the following:
73

74 **AN ORDINANCE**

75 The County Board of Supervisors of the County of Milwaukee does
76 ordain as follows:
77

78 **SECTION 1.** Chapter 110 of the General Ordinances of Milwaukee County is
79 amended as follows:
80

81 **110.01. ~~County election under s. 68.16, Wis. Stats.~~ County Procedure Act**

82 (a) The county elects not to be governed by the provisions of Ch. 68, Wis. Stats.,
83 except for s. 68.13, Wis. Stats., regarding judicial review, which shall apply to
84 circuit court certiorari reviews of ~~committee~~ final decisions under this chapter.
85 The common law rules applicable to certiorari review by a court shall govern
86 such appeals.

87 (b) Any person having a substantial interest which is adversely affected by an
88 administrative determination, as set forth in sections 110.02(b) and 110.20, of a
89 county authority, as defined in section 110.02 (a), below, may have such
90 determination reviewed as provided in this chapter.

91 (c) The remedies under this chapter shall be exclusive.

92 **110.02. - Definition and reviewable/non-reviewable determinations.**

93
94 (a) "County authority" includes every county body, board, commission,
95 committee, agency, officer, employe, or agent thereof making a determination
96 under subsection (b), except the county board of supervisors or a duly
97 constituted committee or subcommittee thereof.
98
99

100
101 (b) The following determinations are reviewable under ~~this chapter~~ subsections
102 110.03 – 110.10:

103
104 (1) Except as provided in section 110.02(c)(2) and 110.20, ~~the~~ grant or
105 denial in whole or in part after application of a ~~contract~~, permit, license,
106 right, privilege, or authority.

107
108 (2) The suspension, revocation or nonrenewal of an existing ~~contract~~, permit,
109 license, right, privilege, or authority.

110
111 (3) The denial of a grant of money or other thing of substantial value under
112 a statute or ordinance prescribing conditions of eligibility for such grant.

113
114 (4) The imposition of a penalty or sanction upon any person except a
115 county employe or officer, other than by a court.

116
117 (c) The following determinations are not reviewable under ~~this~~
118 chapter subsections 110.03 – 110.10:
119

- 120 (1) A legislative enactment. A legislative enactment is an ordinance,
121 resolution or adopted motion of the county board or any of its duly
122 constituted committees or subcommittees.
- 123
- 124 (2) Any action subject to administrative or judicial review procedures under
125 other statutes or county ordinances, including, but not limited to, actions
126 subject to review under section 110.20 of the ordinances.
- 127
- 128 (3) The denial of a tort or contract claim for money, required to be filed with
129 the county pursuant to-statutory procedures for the filing of such claims.
- 130
- 131 (4) The suspension, removal or disciplining or nonrenewal of a contract of a
132 county civil service employe, appointed employe, consultant, independent
133 contractor, contract employe or officer.
- 134 (5) Determinations made under chapter 32 of this code of general
135 ordinances.
- 136
- 137 (6) Judgments and orders of a court.
- 138
- 139 (7) Determinations made during county labor negotiations.
- 140
- 141 (8) Notwithstanding any other provisions of this chapter, any action or
142 determination of the county which does not involve the constitutionally
143 protected right of a specific person or persons to due process in connection
144 with the action or determination.
- 145
- 146 (9) A decision of the department of health and human services to deny,
147 suspend or revoke a child day care certification under s. 48.651, Wis. Stats. a
148 decision of the director of that department under s. 48.685(5c) (b), Wis. Stats.
149 to uphold a determination that a person desiring certification has failed to
150 demonstrate that he/she has been rehabilitated, or a decision of the
151 department of administrative services to certify a debt owed to Milwaukee
152 County to the Department of Revenue under s. 71.935, Wis. Stats. the
153 municipal tax refund intercept program ("TRIP"). The department of
154 administrative services shall adopt and implement policies and procedures
155 for the review of those decisions, which procedures shall include an
156 evidentiary hearing which substantially meets the requirements of s. 68.11,
157 Wis. Stats.
- 158
- 159 (d) All determinations by county agencies or administrators reviewable under
160 this chapter are administrative decisions and shall be attended by the usual
161 legal presumptions granted at common law to administrative determinations.
162 The burden of proof shall be upon the appellant to establish that the

163 determination is erroneous. The test before the standing committee shall be the
164 same as a common law certiorari review.

165
166 **110.03. - Persons aggrieved.**

167
168 A person aggrieved includes any individual, partnership, limited liability
169 company, corporation, association, public or private organization whose rights,
170 duties or privileges are directly adversely affected by a determination of a
171 county authority.

172
173 **110.04. - Reducing determination to writing.**

174
175 If a determination subject to this chapter is made orally or, if in writing, does not
176 state the reasons therefor, the authority making such determination shall, upon
177 written request of any person aggrieved by such determination, filed with the
178 authority within ten (10) days of notice of such determination, reduce the
179 determination and the reasons therefor to writing and mail or deliver such
180 determination and reasons to the persons making the request. The
181 determination shall be dated, and shall advise such person of the right to have
182 such determination reviewed, the time within which such review may be
183 obtained, and the office or person to whom a request for review shall be
184 addressed. If no request for a written determination is received by the authority
185 within the time provided, the oral determination shall be deemed the final
186 determination for purposes of appeal.

187
188 **110.05. - Notice of appeal.**

189
190 Any person aggrieved may have a written or oral determination reviewed by
191 filing a written notice of review with the authority which made such
192 determination within five (5) working days of the date of the mailing of such
193 notice to the aggrieved person of such determination. The request for review
194 shall state the ground or grounds upon which the person aggrieved contends
195 that the decision should be modified or reversed.

196
197 **110.06 Initial review of determination by authority**

198
199 A review under this section may be made by the authority which made the
200 initial determination, or its designee. The reviewing authority shall issue a written
201 decision within ten (10) working days of the filing of the request. The time for
202 review may be extended at the discretion of the authority. The person
203 aggrieved may file with the notice of review, or within the time agreed with the
204 authority, written evidence and argument in support of the person's position with
205 respect to the initial determination. The authority may affirm, reverse or modify
206 the initial determination and shall mail or deliver to the person aggrieved a

207 written decision on review, which shall state the reasons for such decision. The
208 decision shall advise the person aggrieved of the right to appeal the decision,
209 the time within which appeal shall be taken, the county board standing
210 committee responsible for an appeal hearing under section 110.07, and the
211 office or person with whom notice of appeal to the standing committee shall be
212 filed.

213
214 **110.07. – Appeal to county board standing committee.**

215
216 (a) Appeal from the authority initial review shall be exclusively to the
217 appropriate county board standing committee.

218 (b) Notice of appeal of the initial review shall be in writing and must be filed
219 by the aggrieved party within five (5) working days of the mailing date of the
220 decision.

221
222 (c) Notice of appeal shall be filed with the county authority which issued the
223 initial review determination. The authority shall forthwith notify the clerk of the
224 standing committee of the filing of the notice of appeal and proceed to
225 prepare the record needed for the committee review.

226
227 (d) The standing committee or a review committee with members appointed
228 by the committee chairperson and confirmed by the committee shall conduct
229 a hearing on the appeal within ten (10) days of the filing of the notice of
230 appeal. This period may be extended at the sole discretion of the committee
231 chair.

232
233 (e) A review committee member, except for department of human services
234 employes who are excluded from membership on the child care certification
235 review panel, may be an employe of the county department rendering the
236 administrative decision provided that such member is an impartial decision
237 maker who did not participate in making or reviewing the initial determination.
238 Further, any department employe appointed by the committee chair to serve
239 on a review committee shall conduct their review and render their
240 determination based upon the policies of the standing committee for which
241 they are a representative.

242
243 (f) Committee actions and remedies. The standing committee has full
244 discretion to affirm the administrative determination, reverse it, modify it in any
245 way, conduct further evidentiary hearings or refer the matter back to the
246 administrator or agency for further evidentiary hearing and findings.
247

248 **110.08. Conduct of hearing before standing committee.**

249
250 (a) If the standing committee decides to hold an evidentiary hearing, the
251 appellant and the authority may be represented by an attorney and may
252 present evidence and call and examine witnesses and cross-examine witnesses
253 of the other party. The committee chair, or his or her designee, shall be
254 responsible for the orderly conduct of the proceeding and for evidentiary
255 rulings. The appellant has the burden of proceeding first and the burden of
256 persuasion. Witnesses shall be sworn by the person conducting the hearing. The
257 rules of evidence shall generally apply to the hearing. The committee may
258 permit hearsay evidence, but its decision may not be based solely upon
259 hearsay. The committee may issue subpoenas. Any party or his or her attorney of
260 record may issue subpoenas to compel the attendance of witnesses or the
261 production of documents. A subpoena issued by a party or his or her attorney
262 must be in substantially the same form as provided in s. 805.07(4), Wis. Stats., and
263 must be served in the manner provided in s. 805.07(5), Wis. Stats. A copy of the
264 subpoena shall be filed immediately with the committee clerk. Any hearings
265 conducted under this chapter shall be recorded in any manner permitted by
266 law and the record, including all exhibits admitted into evidence before the
267 committee, preserved for one (1) year from the date the decision is issued.

268
269 (b) The committee may convene in closed session to deliberate at the close
270 of the hearing, but shall reconvene in open session to vote upon the decision.
271 The decision of a majority of the committee members who participated in the
272 hearing shall constitute the decision of the committee. Within twenty (20) days
273 of completion of the hearing the committee shall serve the appellant by
274 certified mail or personal service with its written determination, which shall
275 contain the reasons for its decision. A copy of the decision shall also be sent to
276 the county authority in question and the corporation counsel. Such
277 determination shall be the final county administrative review. The exhaustion of
278 the administrative remedy created by this chapter is a condition precedent to a
279 circuit court review of a decision of any county authority covered by this
280 chapter.

281 **110.09. Review committee.**

282
283 A review committee, as provided for under sec. 110.07(d), shall consist of a
284 minimum of three (3) but not to exceed five (5) members, who shall conduct a
285 review of the administrative decisions by county departments. Review hearings
286 by such committees shall be based upon records maintained by county or state
287 departments and shall be reviewed and determinations made based upon the
288 following test:

- 289
290 (1) Did the department keep within its jurisdiction?
291

- 292 (2) Did the department act according to law?
- 293 (3) Was the action of the department arbitrary, oppressive, or unreasonable,
- 294 representing its will and not its judgment? and
- 295 (4) Was the evidence such that the department might reasonably make the
- 296 determination in question?

297
298 The committee should conduct as extensive a hearing as it believes is required
299 to apply the "test" outlined. Any decision rendered by the review committee
300 shall have the same validity as a determination made by the standing
301 committee.

302 **110.10. Irregularities not fatal.**

303
304 No defect of form, procedure or substance in any proceeding or hearing under
305 this chapter shall affect the jurisdiction of a committee or invalidate its decision
306 unless it is proven by clear and convincing evidence to have in fact prejudiced
307 the substantial rights of a party.

308
309 **110.20. Contract award appeals.**

310
311 (1) Appeals pursuant to sections 32.26(2), 32.50(1), 44.10, 46.09 (9) and
312 56.30(5)(c) of the ordinances shall follow the procedure set forth in this section.

313
314 (2) Award and Appeal process.

315
316 (a) A County authority may not accept a winning bid and may not
317 submit a contract to the County Board, if County Board approval is
318 required, or to the County Executive for execution until the expiration of
319 the time allotted under sub. (b) to submit a request for review has expired.
320 If a review is requested under this section, the County authority may not
321 accept the winning bid or may not submit the contract at issue to the
322 County Board, if County Board approval is required, or to the County
323 Executive for execution until the conclusion of the appeal procedures set
324 forth below.

325
326 (b) Any bidder or proposer not recommended to receive a contract or
327 bid award may submit a request for review of the notice of intent to
328 award a contract or bid to the County authority making such
329 determination within ten (10) business days of the date of the notice of
330 the determination. The bidder or proposer shall state reasons why the
331 bidder or proposer believes the contract or bid should not be awarded as
332 noticed. Upon receipt of a timely request, the County authority shall
333 provide a written response to the requestor(s) setting forth the rationale

334 justifying the selection of the recommended bidder or proposer. The
335 response shall be provided within fifteen (15) business days of the receipt
336 of a request. The time for response may be extended in the discretion of
337 the County authority up to forty-five (45) calendar days from receipt of
338 the request. If the notice of intent to award was based on an RFP process,
339 the response issued pursuant to this paragraph shall include a summary of
340 the process, material issues, the scoring of the technical and price portion,
341 and information on the type of individuals who served on the evaluation
342 panel; however, the names of the panel members shall not be included.
343 The response shall inform the requester of the right to review, the deadline
344 for filing a request for review, the name and address of the Procurement
345 Director and the requirement for a payment as set forth in paragraph (4).

347 (c) Any bidder or proposer who made a request under paragraph (b)
348 may file a request for a review by a Contract Award Reviewer. The
349 request for review must be filed with the Procurement Director within five
350 (5) business days of the date of the response from the division or
351 department head and must be accompanied by the payment set forth in
352 paragraph (4).

354 (d) Within five business days of receipt of the request for review with
355 payment, the Procurement Director shall inform the requestor, the division
356 or department head and the Reviewer of the name of the assigned
357 Reviewer. Reviewers shall be assigned in rotation (by alphabetical order
358 based on last name) to conduct reviews in the order in which requests for
359 review are filed.

361 (e) The Contract Award Reviewer shall use such review procedures as he
362 or she deems appropriate, including by way of example but without
363 limitation, a hearing, oral argument or written submissions.

365 (f) The sole question to be determined by a Contract Award Reviewer is
366 whether substantial rights of a party were so materially affected by
367 procedural irregularities during the RFP or bid solicitation process that the
368 notice of intent to award should be rescinded. Procedural irregularities
369 may include, but are not limited to, a failure by the County authority to
370 follow the requirements of the RFP or bid solicitation as published. The
371 Contract Award Reviewer may determine that the notice of intent to
372 award should be affirmed or rescinded based only upon the preceding
373 test. The Reviewer shall issue a written decision on the appeal. The
374 decision shall be issued within forty-five (45) calendar days of the selection
375 of the Reviewer.

377 (3) A panel of three (3) Contract Award Reviewers shall be established and
378 maintained. The County Executive shall nominate individuals to serve as
379 Contract Award Reviewers, subject to confirmation by the County Board. The
380 Reviewers shall remain members of the panel for three (3) years from
381 confirmation of appointment and may be re-appointed for additional three (3)
382 year terms by the County Executive, subject to re-confirmation by the County
383 Board. The persons nominated shall possess experience and qualifications in
384 procurement processes or legal matters related to procurement. County
385 employees, officers or elected officials are not eligible for nomination.

386 (4) Contract Award Reviewers shall be entitled to payment of an hourly fee and
387 reimbursement for costs. The hourly rate shall be established in the annual
388 adopted budget or, if not so established, shall be determined by the
389 Procurement Director. The requestor and the County shall each be responsible
390 for one-half of the fees and costs of the Reviewer. The requestor shall submit an
391 advance payment, as a deposit, in the amount of \$1000.00, towards the final
392 amount determined upon completion of the review. This payment shall be
393 submitted together with the request for review set forth in paragraph (c) and the
394 Procurement Director shall not process any request submitted without this
395 accompanying payment. Failure of a requester to make payment of one-half
396 of the total fees and costs of a review shall bar the requester from filing or
397 having heard any other requests for review until such time as the requester
398 makes such payment.

400 **SECTION 2.** Chapter 32.23 of the General Ordinances of Milwaukee County is
401 amended as follows:

402
403 **32.23 Purchasing standardization committee.**
404

405 (1) There shall be a purchasing standardization committee composed of three
406 (3) private citizens: a representative of: the department of human resources,
407 department of parks, recreation and culture, department of public works and
408 the sheriff's department. Each of the departmental representatives shall be
409 selected by the department head. The private citizen members are to be
410 appointed by the county executive for a term of four (4) years, subject to the
411 confirmation of the county board, and shall be residents of the county who are
412 knowledgeable in procurement. A representative of the corporation counsel's
413 office and the procurement director or his or her designee shall be technical
414 advisers to the committee.

415
416 (2) The committee is empowered to do the following:
417

- 418 (a) Adopt operating rules and procedures, and shall elect a vice-
419 chairperson, for a one year term, and such other officers as may be
420 required.
421
422 (b) Review supplies, materials and equipment commonly used for
423 adoption of appropriate standards by all departments.
424
425 (c) Adopt, revise and promulgate written standards which satisfy the
426 requirements of the county. After adoption, they shall apply to
427 every future purchase and contract for the commodity described,
428 unless exempted by the committee.

429
430 (3) Establish technical subcommittees.

431
432 ~~(4) Hear appeals as defined in sections 32.26 and 32.51.~~
433

434 **SECTION 3.** Section 32.26 of the General Ordinances of Milwaukee County is
435 amended as follows:
436

437 **32.26 Protest and appeal procedure.**

438 Protests to any sealed bid, procurement or award recommended by the
439 procurement director or his or her designee may be made by any bidder and/or
440 using department head as follows:
441

442 (1) *Prior to bid opening:*
443

444 (a) Protests to form and content of bid documents shall be received by
445 the procurement director or his or her designee not less than five (5)
446 days prior to the time scheduled for bid opening. A protest shall be
447 in writing and state the reason for it.
448

449 (b) The procurement director or his or her designee shall review protests
450 and, if modification is necessary, the bid opening date shall be
451 extended and addenda containing the changes shall be sent to
452 each bidder. If modification is rejected, the protestor shall be
453 notified. The decision of the procurement director or his or her
454 designee is final.
455

456 (2) *After bid opening:*
457

458 (a) Protests concerning irregularities on sealed bid opening procedures,
459 or compliance by bidders with bid documents, shall be received by
460 the procurement director or his or her designee within seventy-two
461 (72) hours after time of bid opening filed pursuant to section 110.20
462 of the ordinances.

463
464 ~~(b) When a sealed bid is awarded to other than the low bidder, all~~
465 ~~bidders shall be notified in writing by certified mail, return receipt~~
466 ~~requested, or by fax machine transmission, of the proposed award.~~
467 ~~Protests to the award must be delivered to the procurement~~
468 ~~director or his or her designee within seventy-two (72) hours after~~
469 ~~receipt of notice. The procurement director's or his or her designee's~~
470 ~~copy of the fax transmission cover sheet, or the department's fax~~
471 ~~log, shall be conclusive proof of the time and date of receipt by a~~
472 ~~bidder.~~

473
474 ~~(c) A protest under either subsection (a) or (b) must be in writing and~~
475 ~~state the reason for it. The procurement director or his or her~~
476 ~~designee shall review the protest and notify the protestor of a~~
477 ~~decision in writing by fax, within five (5) days. No contract shall be~~
478 ~~awarded while a protest is pending. A protest which is untimely, fails~~
479 ~~to state the reason for it or shall have been made prior to bid~~
480 ~~opening is invalid. The decision of the procurement director or his or~~
481 ~~her designee disqualifying the protest for these reasons is final and~~
482 ~~cannot be appealed.~~

483
484 ~~(3) Appeals to purchasing standardization committee:~~

485 ~~(a) Protests from decisions of the procurement director or his or her~~
486 ~~designee shall be made to the purchasing standardization~~
487 ~~committee by delivering a written request for appeal hearing both~~
488 ~~to the procurement division and the committee within seventy-two~~
489 ~~(72) hours after receipt of the procurement director's or his or her~~
490 ~~designee's decision.~~

491
492 ~~(b) The request shall state the grounds upon which the protest is based~~
493 ~~and shall request an appeal hearing. No contract shall be awarded~~
494 ~~until final disposition of the protest.~~

495
496 ~~(c) The chairperson of the committee shall notify all interested persons~~
497 ~~of the time and place of the hearing.~~

499 ~~(d) The committee shall affirm, reverse or modify the decision of the~~
500 ~~procurement director or his or her designee and its decision shall be~~
501 ~~final.~~
502

503 **SECTION 4.** Section 32.40 of the General Ordinances of Milwaukee County
504 are amended as follows:
505

506 **32.40 General.**

507 (1) Requests for proposals (RFPs) are used in negotiated acquisitions to
508 communicate county requirements to prospective vendors and to solicit
509 proposals from them. Solicitations shall contain the information necessary to
510 enable prospective vendors to prepare proposals properly. Solicitation
511 provisions and contract clauses may be incorporated into the solicitations and
512 contracts by reference.
513

514 (2) The procurement director or his or her designee shall furnish identical
515 information concerning a proposed acquisition to all prospective vendors.
516

517 (3) The procurement director or his or her designee shall solicit proposals only
518 when there is a definite intention to award a contract.
519

520 (4) A proposal received in response to an RFP is an offer that can be
521 accepted by the county to create a binding contract.
522

523 (5) Letter RFPs should be as clear and concise as possible, exclude any
524 unnecessary verbiage or notices; and, as a minimum, contain the following:
525

526 (a) RFP number and date.

527 (b) Name and address of contracting office.

528 (c) Type of contract contemplated.

529 (d) Quantity, description, and required delivery for the item.

530 (e) Applicable certifications and representations.

531 (f) Contract terms and conditions.

532 (g) Offer due date.
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(h) Other relevant information; e.g., incentives, variations in delivery schedule, any peculiar or different requirements, cost proposal support and different data requirements.

(6) Solicitation for services as defined in section 32.20(2) and (17) with an aggregate value in excess of fifty thousand dollars (\$50,000.00) shall be approved by the county board prior to award. Approval shall not be requested until after completion of the ~~protest and appeal process outlined in sections 32.50 and 32.51 of this subchapter~~ section 110.20 of the ordinances.

(7) Notwithstanding any other provisions of this chapter to the contrary, where adequate competition exists, the purchasing administrator [procurement director or his or her designee] shall have the authority, in any situation where a contract is to be let through the negotiated acquisition process, to reserve such contract exclusively for vendors listed as small business enterprises as defined in section 42.02(k). In such event, the solicitation announcements shall indicate such reservation, citing this subsection as authority therefore. Reservations by the purchasing administrator [procurement director or his or her designee] may be on a commodity basis or on an individual contract basis.

SECTION 5. Chapter 32.49 of the General Ordinances of Milwaukee County is amended as follows:

32.49. Awards.

In awarding a contract, price is but one (1) factor to be considered, and the award is not required to be made to the lowest responsive, responsible bidder. Awards shall be made to the responsive, responsible firm whose proposal overall is the most advantageous to the county, as determined in the sole opinion of the procurement director or his or her designee. The county reserves the right to reject all proposals if the procurement director or his or her designee, in his or her sole discretion, determines such rejection to be in the public interest. Such rejection is not subject to appeal ~~to the purchasing standardization committee.~~

SECTION 6. Section 32.50 of the General Ordinances of Milwaukee County is amended as follows:

32.50 Protests to awards.

579 (1) All unsuccessful offerors shall be notified by fax machine transmission of
580 the pending contract award. Protest to the award must filed pursuant to section
581 110.20 of the ordinances,~~be delivered to the procurement director or his or her~~
582 ~~designee within seventy-two (72) hours after receipt of notice. The procurement~~
583 ~~director's or his or her designee's copy of the fax transmission cover sheet, or the~~
584 ~~departments fax log, shall be conclusive proof of the time and date of receipt~~
585 ~~by the offeror.~~

586 ~~(2) A protest must be in writing and clearly state the reason for it. The~~
587 ~~procurement director or his or her designee shall review the protest and notify~~
588 ~~the protestor of a decision by fax machine transmission within five (5) days. No~~
589 ~~contract shall be awarded while a protest is pending. A protest that is untimely~~
590 ~~or fails to clearly state the reason for the protest is invalid. The procurement~~
591 ~~director's or his or her designee's copy of the fax transmission cover sheet, or the~~
592 ~~departments fax log, shall be conclusive proof of the time and date of receipt~~
593 ~~by the offeror.~~

594
595 ~~(3) The decision of the procurement director or his or her designee~~
596 ~~disqualifying the protest for these reasons is final and cannot be appealed.~~

597
598 **SECTION 7.** Chapter 32.51 of the General Ordinances of Milwaukee County is
599 amended as follows:

600
601 **32.51 Appeals to purchasing standardization committee.**

602
603 (1) Except as provided in sections 32.26, 32.46(3), 32.49 and 32.50(13), protests
604 from decisions of the procurement director or his or her designee shall be made
605 to the purchasing standardization committee by delivering a written request for
606 appeal hearing both to the procurement division and the purchasing
607 standardization committee within seventy-two (72) hours after receipt of the
608 procurement director's or his or her designee's decision.

609
610 (2) The request shall state the grounds upon which the protest is based and
611 shall request an appeal hearing. No contract shall be awarded until final
612 disposition of the protest.

613
614 (3) The chairman of the purchasing standardization committee shall notify all
615 interested persons of the time and place of the hearing.

616

617 (4) The purchasing standardization committee shall affirm, reverse or modify
618 the decision of procurement director or his or her designee and its decision shall
619 be final.

620
621 **SECTION 8.** Chapter 44.10 of the General Ordinances of Milwaukee County is
622 amended as follows:

623
624 **44.10 Appeal.**

625 Bidders whose bids have been rejected may file appeals pursuant to chapter
626 110.20 of the Code.

627
628 **SECTION 9.** Chapter 46.09 of the General Ordinances of Milwaukee County is
629 amended as follows:

630
631 **46.09. Purchase of care and services by the county.** 

632 (1) Policy. It is deemed to be in the interests of the county that in the
633 purchase of human services, as herein defined, from nongovernmental
634 vendors, that the following policy be observed. It is the policy of the county
635 board that contract amounts proposed for award to any provider
636 recommended to provide human services, except as defined in subsection
637 (3), shall be submitted to the appropriate county board committee for review
638 and recommendation. No contract or contract adjustment, except for
639 services as defined in subsection (3), shall take effect until approved by
640 resolution of the county board.

641
642 (2) Definitions. For the purposes of this section, the following terms, words
643 and phrases shall have the meanings given herein:

644
645 (a) "Department" means the department of human services.

646
647 (b) "Provider" means a nongovernmental public or private agency or
648 proprietary organization furnishing the human services being
649 contractually purchased.

650
651 (c) "Human services" means:

652 (1)The care or treatment services the department of human
653 services is authorized by statute to provide or purchase; and
654 (2)The services the commission on aging is authorized by law to
655 provide or purchase.

656
657 (d)"Qualified recipient" means an individual who is being furnished the
658 purchased care or treatment service by a provider pursuant to request
659 of the department or under chapter 46, 53 or 93 of the Code.

660
661 (3) Pursuant to s. 46.215(2), Wis. Stats., the county board may not exercise
662 approval or disapproval power over contracts and purchases of the director
663 of the department relating to community living arrangements, as defined in s.
664 46.03(22)(a), Wis. Stats., or foster homes, and entered into pursuant to a
665 coordinated plan and budget, regardless of whether the coordinated plan
666 and budget mentions the provider.

667
668 (4) Written contract: minimum provisions.
669 (a)Except as hereinafter noted, each provider that sells or furnishes care
670 or services to the department shall enter into a written contract with the
671 department setting forth the minimum terms of the agreement, as
672 specified in s. 46.036, Wis. Stats., and all appropriate state and federal
673 rules and regulations.

674
675 (b)Prior to entering into contract, corporation counsel shall approve
676 said contract as to format and compliance with all statutes, rules,
677 ordinances, and the county's ethics policy. No contract is valid until so
678 approved by corporation counsel.

679
680 (c)The comptroller shall countersign each contract if he or she
681 determines that the county has, or will have, the necessary funds to pay
682 the liability that the county may incur under the contract. No contract is
683 valid until so countersigned by the comptroller.

684
685 (d)The contract terms shall also include:
686 (1)Clear and concise statement that the final authority for the
687 determination of eligibility for the purchased care or service is the
688 department.

689

690 (2)Description of the method and procedure to be used by the
691 department in referring eligible recipients to the provider for
692 service.

693
694 (3)Clear and concise statement that department representatives,
695 as well as representatives of other appropriate county, state and
696 federal agencies shall have right of visual inspection of a
697 provider's facility at any time during which the care or service is
698 being furnished.

699 (4)Clear and concise statement that the department reserves the
700 right to withdraw any qualified recipient from the program,
701 service, institution or facility of the provider at any time when in
702 the judgment of the department it is in the best interests of the
703 department or of the qualified recipient so to do.

704
705 (5)Provision that no qualified recipient is to be denied service or
706 to be subjected to unlawful discrimination because of race,
707 color, creed, national origin, age, religion, sex, handicap or other
708 developmental disability as defined in s. 55.01 (2), Wis. Stats.

709
710 (6)Appropriate indemnification and insurance provisions.

711
712 (7)Provision that the department reserves the right to terminate
713 the contract in the event that reimbursement to the county from
714 any applicable state or federal source is not obtained or
715 continued at a level sufficient to allow the department to
716 purchase the care or service from provider.

717
718 (8)All contracts entered into by or on behalf of the county for the
719 purchase of care or treatment services shall, unless waived by the
720 county board, provide for the payment of interest on amounts
721 determined to have been overpaid by the county or to be
722 repaid to the county by provider as a result of post contract
723 reconciliations or audits. The rate of interest shall be the statutory
724 rate in effect for delinquent county property taxes (presently one
725 (1) percent per month or fraction of a month, s. 74.47(1), Wis.
726 Stats.) and the obligation for payment and calculation thereof
727 shall commence upon demand for repayment by the county.

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(5) Provider file. The department shall create and keep in its offices a provider file for each provider. Said file shall contain, but not be limited to the following information:

(a)Original or true copy thereof of the written contract required under this section.

(b)Original or true copy thereof of all information requested by the department or furnished by provider for contract negotiation, rate setting and audit purposes.

(c)Reports of director of audits as to the results of periodic test audits of financial records of provider (or other audit findings).

(6) Furnishing of information for contract rate setting. Every provider that furnishes or desires to furnish care or services shall provide the department with all requested provider financial information for rate setting pursuant to s. 46.03(18), Wis. Stats. The county may audit the financial records of provider, summarizing the results with appropriate commentary. Provider shall make available to the county director of audits all necessary records.

(7) Quality control. The department shall annually review the adequacy of purchased care or service furnished pursuant to the provider's contract.

(8) Comptroller responsibility.
(1)The comptroller shall, on a monthly basis, summarize the reports received from the division concerning purchase of service contracts and provide one (1) copy to the committee on finance and audit and one (1) copy to the county executive.
(2)The comptroller shall deny payment for any payment request submitted by a contractor to an administrator if all conditions of this chapter have not been met. The comptroller shall report such denials and the reason for denial to the committee on finance and audit along with the monthly report. In such cases, the administrator may appeal the decision to the committee on finance and audit.

(9) Appeal.

766 Providers whose proposals have been rejected may file appeals pursuant to
767 chapter 110.20 of the Code.

768
769 **SECTION 10.** Section 56.30(5) of the General Ordinances of Milwaukee
770 County is amended as follows:

771
772 **56.30 – Professional Services**

773
774 (5) *Request for proposal.*

775
776 (a) *When required.* When it is estimated that a contract for professional services
777 has a value of fifty thousand dollars (\$50,000.00) and over, it is required that a
778 request for proposal (RFP) be used to attempt to solicit a minimum of three (3)
779 proposals. Department administrators shall give appropriate notice to
780 prospective vendors of services to be retained. At a minimum, such notice shall
781 include publication of an ad in a newspaper serving the Milwaukee area. The
782 use of an RFP is discretionary for any professional services contract with a value
783 of less than fifty thousand dollars (\$50,000.00). If an RFP is used or not, it still is
784 required to document the process and the reasons shall be documented in
785 writing by the administrator and retained in departmental files for a period of
786 seven (7) years after contract completion. Documentation shall include the RFP,
787 memos, proposals, score sheets, analyses, contracts and any other document
788 used in determining the award of a contract.

789
790 (1) For a contract with an estimated value between fifty thousand dollars
791 (\$50,000.00) and one hundred thousand dollars (\$100,000.00), the request
792 for proposal procedure need not be used if it is determined by an
793 administrator to be cost effective to the county not to seek proposals.
794 Such action shall be reported, in writing, with an explanation as to the
795 benefits derived from not seeking proposals, to the county board when
796 the contract is submitted for approval.

797
798 (2) The request for proposal procedure need not be used for a contract
799 with an estimated value of fifty thousand dollars (\$50,000.00) or more, if
800 immediate action is required to preserve property or protect life, health or
801 welfare of persons. Such action shall be reported in writing within forty-
802 eight (48) hours after the initial emergency action to the county board,
803 county executive and department of administration. Payments shall not
804 be restricted by normal budget limitations. Appropriation transfers, if
805 required, shall be initiated in accordance with fiscal procedures.

807 (3) The request for proposal procedure must be used for all contracts with
808 an estimated value of one hundred thousand dollars (\$100,000.00) or
809 more unless action is required to protect property or protect life, health or
810 welfare of persons, or in circumstances where contractual services are
811 approved by specific county board action.

812
813 (b) *Content.* The request for proposal shall contain the evaluation criteria which
814 will be used to select the successful contractor. The relative importance of each
815 of these items will depend to some degree on specific services being sought. It is
816 essential that the RFP enumerate the evaluation criteria which will be used to
817 select the successful contractor. The RFP shall also include the foundation and
818 mechanism for billing for any professional service. The RFP shall also include
819 language stating that any appeal of the intent to award a contract shall follow
820 the process set forth in section 110.20 of the ordinances.

821
822 (c) *Evaluation procedure.* More than one (1) person shall evaluate all proposals.
823 Oral presentations should be used to supplement the written proposal if it will
824 assist in the evaluation procedure. The firms to be invited to make an oral
825 presentation can be determined after the initial review and ranking of the
826 proposals based on the criteria outlined in the RFP. Upon completion of the
827 evaluation procedure and a determination being made by the appropriate
828 division or departmental authority, a notice of intent to award the contract to
829 the successful proposer shall be communicated to all proposers.

830
831 (d) *Disclosure.* Contract administrators, evaluation panel members, or potential
832 members, department administrators and persons selecting evaluation panel
833 members are required to fully disclose on forms approved by the Ethics Board
834 any experience, contact or relationship with bidders that would create a
835 potential conflict of interest, or the appearance of a conflict of interest, as
836 defined in chapter 9 of these ordinances, in awarding or managing a contract.
837 Such disclosure shall be presented to the administrator of the department letting
838 the contract who shall forward the disclosure to the Ethics Board with a written
839 request for a determination as to whether the disclosing party should be
840 disqualified from evaluating, selecting or administering the proposed contract.
841 The determination of the Ethics Board must be documented and included in the
842 department's files for the contract and shall be retained as required under
843 subsection (a) of this section. The provisions of this section are to be included in
844 the Milwaukee County Administrative Procedures Manual. All the provisions set
845 forth in the Milwaukee County Code of Ethics are in full force and effect and are
846 not abrogated in any way by these requirements.

847
848 (e) Reporting requirement for contract approval. When County Board
849 approval of the contract is required, all department administrators shall submit a

850 report with the request for approval to the County Board. Such reports shall
851 include the following information:

852 (1) Department name and number.

853 (2) Dollar amount of contract.

854 (3) Name of professional services vendor under contract.

855 (3) Name of professional services vendor under contract.

856

857 (4) Length of time of contract.

858

859 (5) Purpose of contract.

860

861 (6) Manner in which County policy on DBE goals was met, if applicable.

862

863 (7) Termination clauses.

864

865 (8) Number of responses to RFP

866

867 (9) Whether any appeals were filed

868

869 (f) County Board approval and contact. The County Board shall not take
870 action to recommend approval or rejection of any contract and the County
871 Executive shall not sign any contract while an appeal pursuant to section 110.20
872 is pending. No proposer or any person affiliated with a proposer shall have any
873 contact or communication with County Board members or its staff concerning
874 the subject of any contract being sought through an RFP process while the RFP
875 process is open or while an appeal pursuant to section 110.20 is pending.

876

877 **SECTION 11.** The provisions of this ordinance shall be effective upon passage
878 and publication.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 6/4/2014

Original Fiscal Note

Substitute Fiscal Note **X**

SUBJECT: Request to Update Milwaukee County General Ordinances Chapters 32,44,46,56 and 110

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 |
| X 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 |
| X 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	\$21,000	\$21,000
	Revenue		
	Net Cost	\$21,000	\$21,000
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.

The Office of the Comptroller is requesting updates to Milwaukee County General Ordinances Chapters 32, 44, 46, 56 and 110 to clarify and unify the appeal procedures for all county contracts and bids and to provide further direction to Department Heads in the preparation and execution of RFPs.

The recommended changes include a provision to create a pool or panel of reviewers which will hear reviews. The individuals are appointed by the County Executive with confirmation by the County Board. The reviewers must have experience with procurement or legal issues related to procurement. They serve three year terms and may be re-appointed. The reviews are assigned by alphabetical rotation among the reviewers. The reviewers are entitled to payment of an hourly rate set by the budget or, if not set in the budget, set by the Procurement Director. The County authority and the party that requested the review are each responsible for one-half of the cost of review. A requester must pay a \$1,000 deposit towards those costs.

Assuming that three reviews will be heard annually by the panel for an average of 10 days at \$175/hour, the resulting total cost is \$42,000 which would be split by the County and the aggrieved party. The County's share would then be approximately \$21,000. The actual incurred costs will be dependent upon the number and length of the reviews that occur within any given year.

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.

² Community Business Development Partners' review is required on all professional service and public work construction contracts.

There is no appropriation for the anticipated costs in 2014. Therefore, these costs would either have to be absorbed within a department's budget or paid for through contingency funds. Future funding would be determined in subsequent annual budgets.

Department/Prepared By Molly Pahl

Authorized Signature



Did DAS-Fiscal Staff Review? Yes No

Did CDBP Review?² Yes No Not Required



OFFICE OF THE COUNTY EXECUTIVE

2

Milwaukee County

CHRIS ABELE • COUNTY EXECUTIVE

County of Milwaukee Interoffice Communication

DATE: May 29, 2014

TO: Sup. Marina Dimitrijevic, Chairwomen, Milwaukee County Board of Supervisors
Sup. Jason Haas, Chairman, Committee on Intergovernmental Relations

FROM: Chris Abele, County Executive

RE: Approval for an intergovernmental agreement between the County and City of Milwaukee for use of the municipal courtroom in the Criminal Justice Facility.

Attached is a resolution and intergovernmental agreement for consideration by the County Board.

The attached resolution approves the attached agreement between the city and county for use of the municipal courtroom in the Criminal Justice Facility. The new agreement mirrors the past agreement entered into by the county and city in 1988. The agreement before you is for 25 years, ending in 2039. The current agreement will be null and void on August 12, 2014.

The Milwaukee Common Council has approved this agreement. Action of the County Board to approve is the last remaining step needed to enact the new agreement. A copy of the Milwaukee Common Council resolution is attached as well as the original 1988 agreement, the extension of that agreement, and the fiscal note for this item.

Chris Abele
County Executive

cc: Raisa Koltun
Josh Fudge
Stephen Cady
Jodi Mapp

Attachments

1
2
3
4 (ITEM NO.) From the County Executive, for approval of an intergovernmental agreement
5 between the County and City of Milwaukee for use of the Municipal Courtroom in the Criminal
6 Justice Facility.

7
8 **A RESOLUTION**
9

10 WHEREAS, on February 10, 1989, Milwaukee County and the City of Milwaukee entered
11 into a Final Agreement for the construction and operation of a new Criminal Justice Facility
12 including a Municipal Courtroom; and
13

14 WHEREAS, the 25-year Final Agreement expired on February 11, 2014, and was
15 temporarily extended by the County and City until August 11, 2014, and will expire and be null
16 and void thereafter; and
17

18 WHEREAS, pursuant to s. 66.0301, Wis. Stats., Milwaukee County and the City of
19 Milwaukee desire to continue their long-standing intergovernmental cooperation regarding the
20 City's use of the Municipal Courtroom in the Criminal Justice Facility in a new agreement; and
21

22 WHEREAS, the County and City both receive substantial benefits and reductions in costs
23 from the City's use of the Municipal Courtroom in the Criminal Justice Facility; and
24

25 WHEREAS, those substantial benefits and cost reductions are the only consideration
26 necessary to the County and City for a continuation of their long-standing intergovernmental
27 cooperation; and
28

29 WHEREAS, the residents of the shared jurisdictions will benefit substantially from this
30 new agreement; now, therefore,
31

32 BE IT RESOLVED, that the Intergovernmental Agreement between Milwaukee County
33 and the City of Milwaukee regarding the use of the Municipal Courtroom in the Criminal Justice
34 Facility for a period of 25 years commencing on August 12, 2014, and ending on August 13,
35 2039, a copy of which is attached to this file, is approved.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 5/16/2014

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Intergovernmental Agreement with the City of Milwaukee for use of the Municipal Courtroom in the Criminal Justice Facility

FISCAL EFFECT:

- | | |
|---|--|
| <input checked="" 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 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	\$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.

The attached resolution would reauthorize an existing agreement between the City of Milwaukee (the City) and Milwaukee County that allows the City to utilize the municipal courtroom in the Criminal Justice Facility for a period of 25 years. The City would not be charged for use of this room, which is the same as the current arrangement. There is no net cost to extend this agreement as the agreement is currently in place.

Department/Prepared By Josh Fudge

Approved by:



Josh Fudge
Director, Office of Performance, Strategy & Budget

Did DAS-Fiscal Staff Review? Yes No

Did CBDP Review?² Yes No Not Required

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.

² Community Business Development Partners' review is required on all professional service and public work construction contracts.

Intergovernmental Agreement between the City of Milwaukee and Milwaukee County regarding the use of the Municipal Courtroom in the Criminal Justice Facility

Whereas, on February 10, 1989, the City and County entered into a Final Agreement for the construction and operation of a new Criminal Justice Facility including a Municipal Courtroom; and,

Whereas, the twenty-five year Final Agreement expired on February 11, 2014, and was temporarily extended by the City and County until August 11, 2014, and will expire and be null and void thereafter; and,

Whereas, pursuant to Wis. Stats. 66.0301, the City and County desire to extend their long-standing intergovernmental cooperation regarding the City's use of the Municipal Courtroom in the Criminal Justice Facility in this new agreement; and,

Whereas, the City and County both receive substantial benefits and reductions in costs from the City's use of the Municipal Courtroom in the Criminal Justice Facility;

Whereas, those substantial benefits and cost reductions are the only consideration necessary to the City and County for an extension of their long-standing intergovernmental cooperation; and,

Whereas, the citizens of the their shared jurisdictions will benefit substantially from this new agreement; now, therefore,

The County and City mutually agree that, consistent with Wis. Stats. 302.336:

The City shall be entitled to use the Municipal Courtroom in the Criminal Justice Facility for Municipal Court purposes for a period of twenty-five years commencing on August 12, 2014, and ending on August 13, 2039.

City of Milwaukee:

Mayor: _____

City Clerk: _____

Milwaukee County:

County Executive: _____

City of Milwaukee

Office of the City Clerk

200 E. Wells Street
Milwaukee, Wisconsin 53202

Certified Copy of Resolution

FILE NO: 131777

Title:

Substitute resolution approving an Intergovernmental Agreement between the City of Milwaukee and Milwaukee County regarding the use of the Municipal Courtroom in the Criminal Justice Facility.

Body:

Whereas, On February 10, 1989, the City of Milwaukee and Milwaukee County entered into a Final Agreement for the construction and operation of a new Criminal Justice Facility including a Municipal Courtroom; and

Whereas, The 25-year Final Agreement expired on February 11, 2014, and was temporarily extended by the City and County until August 11, 2014, and will expire and be null and void thereafter; and

Whereas, Pursuant to s. 66.0301, Wis. Stats., the City of Milwaukee and Milwaukee County desire to continue their long-standing intergovernmental cooperation regarding the City's use of the Municipal Courtroom in the Criminal Justice Facility in a new agreement; and

Whereas, The City and County both receive substantial benefits and reductions in costs from the City's use of the Municipal Courtroom in the Criminal Justice Facility; and

Whereas, Those substantial benefits and cost reductions are the only consideration necessary to the City and County for a continuation of their long-standing intergovernmental cooperation; and

Whereas, The residents of the shared jurisdictions will benefit substantially from this new agreement; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the Intergovernmental Agreement between the City and Milwaukee County regarding the use of the Municipal Courtroom in the Criminal Justice Facility for a period of 25 years commencing on August 12, 2014, and ending on August 13, 2039, a copy of which is attached to this file, is approved; and, be it

Further Resolved, That the proper City officials are directed to execute the agreement on behalf of the City.



I, James R. Owczarski, City Clerk, do hereby certify that the foregoing is a true and correct copy of a(n) Resolution Passed by the COMMON COUNCIL of the City of Milwaukee, Wisconsin on April 22, 2014.

James R. Owczarski

April 28, 2014

Date Certified

City County Agreement

Lockup Contract # 3516

FINAL AGREEMENT

AGREEMENT MADE This 10 day of FEB, 1988,

by and between the CITY OF MILWAUKEE, a municipal corporation (hereinafter referred to as "CITY") and the COUNTY OF MILWAUKEE, a body corporate and politic (hereinafter referred to as "COUNTY").

I.

RECITALS

- A. The CITY owns and operates a municipal lockup facility.
- B. The COUNTY is planning a new COUNTY jail.
- C. The CITY and the COUNTY are interested in improving efficiency in government by eliminating unnecessary duplication of services and taking advantage of economies of scale.
- D. The parties have entered into a Preliminary Central Booking Agreement on September 28, 1988, the purpose of which was to authorize the COUNTY to undertake planning for a lockup and related functions as part of its planning for a new COUNTY jail; to delineate the terms relative to such transfer of lockup and related functions upon which the parties had reached agreement; and to identify those contingencies upon which a final agreement was dependent.

E. The parties agree and both commit that the net ongoing operating costs to the taxpayer will be lower with the transfer of the CITY lockup and related functions to the COUNTY. The CITY agrees to commit to a reduction of Three Million Dollars (\$3,000,000) annually beginning in 1993 in operating costs for a lockup and related functions as a consequence of the transfer. The COUNTY agrees to commit to adding no more than One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000) annually beginning in 1993 to its operating costs as a result of the transfer.

F. The parties agree that all contingencies to the execution of the final agreement contemplated by the Preliminary Central Booking Agreement of September 28, 1988 have now been satisfied, and that the Preliminary Central Booking Agreement heretofore executed shall be merged into this Final Agreement.

II.

FACILITIES

- A. The COUNTY shall incorporate a temporary place of detention for persons arrested for violation of state laws or municipal ordinances or otherwise detained by CITY police and facilities for related functions in the construction of a new COUNTY jail to become operational in 1993. The COUNTY jail shall include ninety-six (96) cells and short-term holding facilities

having a capacity for an additional one hundred (100) prisoners. Such COUNTY jail shall make provision for all of the facilities, equipment and services hereinafter set forth in Articles II, III and IV. Such facilities, equipment and services as are provided shall meet all applicable statutory and regulatory requirements for housing persons arrested or otherwise detained.

B. The COUNTY agrees to the construction of facilities in the new COUNTY jail in accordance with Milwaukee County Jail Program Phase 1 of the Justice System Master Plan of September 1986, KIRME Planning & Architecture, P.C. October 1988, a copy of which is incorporated herein by reference as "Exhibit A" as though fully set forth at length, as follows:

1. Sallyport - Page 68(b);
2. Pre-booking entry area - Pages 74(b) and 74(c), with the exception of the sobriety testing room;
3. Orientation/video arraignment - Page 137(E) - with the covenant that the facility be dedicated for first priority use by the CITY's Municipal Court and the dayroom adjacent thereto be dedicated for first priority use as a bullpen for CITY defendants in custody scheduled for video arraignment;
4. Supply storage - Page 137(E) - with the covenant that supply storage be available to store

calendars and written notice documents from the Municipal Court for distribution to CITY defendants at video arraignment.

5. Sobriety testing rooms and related space to be specified by the COUNTY and to be included upon mutual agreement at additional expense to the CITY.

C. In addition, the COUNTY agrees to incorporate related functions in the new COUNTY jail in accordance with the following specifications:

1. A Municipal Intake Court having a size of 1,000 square feet. This facility shall be dedicated for the exclusive use of the CITY during the term of this Agreement. The CITY may sublease this space to the COUNTY during the term of this Agreement upon mutually agreed upon terms;
2. Police liaison facilities described as follows:
 - 120 square feet for office
 - 80 square feet for storage;
3. State warrant storage with a capacity to store all outstanding state criminal warrants;
4. Video interrogation and teleconferencing facilities described as follows:
 - 70 square-foot room on each of the four inmate housing floors.

D.- The County shall have authority to design the new jail and the building in which it is located. The City shall review and approve all plans and changes in plans for Article II., Paragraphs B and C, and Article III., Paragraph B. The County's design of plans for these areas shall reflect the reasonable functional requirements of the City, and the City shall not unreasonably withhold approval of plans. Using a standard of reasonableness, the County will incorporate design changes suggested by the City. The City reserves the right to inspect during the construction phase.

III.

EQUIPMENT

A. The CITY shall provide adequate conduit and cabling between the CITY Police Administration Building and the new COUNTY jail. The COUNTY shall reimburse the CITY for one-half the cost of installing the conduit and cabling connection between the two facilities, with funds being made available by the COUNTY to the CITY in the 1991 COUNTY budget.

B. The COUNTY at its own expense shall equip the building housing the new COUNTY jail with conduit and cabling reasonably required by the CITY for video arraignments, municipal intake court, liaison, interrogation and teleconferencing. Cabling shall include lines for video transmission, CRTs,

printers, personal computers and computer channel interfaces. The plans and specifications for conduit and cabling shall be reviewed and approved by the CITY prior to installation. Any changes from the plans and specifications during construction shall be approved by the CITY. The CITY shall not unreasonably withhold approval.

C. Fingerprints. The COUNTY at its own expense estimated to be One Hundred Thousand Dollars (\$100,000) shall install and maintain a live-scan digitized fingerprint/transmission system with remote printing equipment at a CITY automated fingerprint information system location. The system shall meet all specifications to be established by the Federal Bureau of Investigation, and produce fingerprints of a quality suitable for the automated fingerprint information system entry and identification purposes.

D. Video Mugshots. The CITY and the COUNTY shall each install a videoimaging mugshot system in accordance with specifications jointly established by the CITY and the COUNTY. The CITY and the COUNTY shall respectively bear the costs of installation, operation and maintenance of the equipment installed at each location.

E. Booking.

1. The COUNTY shall install a booking data processing system in the new COUNTY jail which shall

employ IBM compatible hardware and software which is compatible with software in use by the CITY's booking data processing system. The CITY shall review and approve the COUNTY's hardware and software prior to installation. The booking data processing system installed by the COUNTY shall capture the data elements in "Exhibit B," which is incorporated herein by reference.

2. The CITY shall install an operational interface between its booking data processing system and the COUNTY's booking data processing system. The COUNTY shall reimburse the CITY for one-half the cost of interfacing the two systems currently estimated to be Five Hundred Thousand Dollars (\$500,000) with funds being made available by the COUNTY to the CITY in the 1991 COUNTY budget. The COUNTY shall reimburse the CITY annually for one-half of the annual operation and maintenance costs of the interface currently estimated at Eleven Thousand Dollars (\$11,000).

F. Interrogation facilities equipped for video teleconferencing shall have teleconferencing color equipment installed, operated and maintained at the expense of the CITY.

G. Video arraignment facilities shall have video arraignment equipment installed, operated and maintained by the CITY at its expense.

H. The CITY arraignment and intake court facilities shall be equipped with Municipal Court data processing terminals, printers or FAX machines installed, operated and maintained at the expense of the CITY.

IV.

SERVICES

A. The COUNTY shall provide the following services in the building housing the new COUNTY jail at its sole expense:

1. Custodial search of prisoners at intake;
2. Inventorying and safekeeping of all prisoner personal property other than contraband;

3.

a. Live-scan digitized fingerprinting of all CITY arrested prisoners, and video mugshotting and booking of all prisoners, in accordance with the requirements of Article III, Paragraphs C, D and E. The CITY shall have free on-line transmission in a digitized format on a timely, immediate and routine basis of all fingerprint information on City arrested prisoners captured by the COUNTY. The CITY shall have free on-line transmission on a timely, immediate and routine basis of all mugshots captured by the COUNTY. The CITY shall

have free on-line access on a timely, immediate and routine basis of all data elements captured by the COUNTY's booking data processing system. The CITY and the COUNTY shall agree to a compatible numbering system for digitized fingerprinting and photoimaging processes.

b. In the event CITY police notify the County Sheriff that as a result of fingerprint identification a CITY arrested prisoner has been identified to be a person different from the person identified by the arresting officer at the time of booking into the new COUNTY jail, the COUNTY shall indemnify and hold harmless the CITY, its officers, agents and employees, from any and all liability for damages, costs and attorneys' fees arising out of the failure of the County Sheriff to act upon the fingerprint identification provided by CITY police.

4. Operation and maintenance of the new COUNTY jail facility;

5. Custody of prisoners in the new COUNTY jail facility which provides a temporary place of detention for persons arrested or otherwise detained by CITY police, and at initial court appearance before the

Circuit Court or before video intake facilities of the Municipal Court or before a municipal court located outside the security perimeter in the building housing the new COUNTY jail. The COUNTY shall also prepare municipal prisoners for video arraignment by arranging for such municipal prisoners on the court calendar to be transferred to the dayroom adjoining the video arraignment facilities in advance of court proceedings. The COUNTY shall also assist the Municipal Court through service of notices, judgments or other written court documents at the video arraignment;

6. Maintenance and care of prisoners, including medical and hospital care while in the new COUNTY jail facility;

7. Responsibility for release of prisoners prior to initial appearance; and

8. Preparation of prisoner "packages" for use by police, prosecutors and courts to contain elements in accordance with "Exhibit C" which is incorporated herein by reference if all required information can be obtained by the COUNTY by a single computer transaction. The prisoner "package" shall be prepared in response to a request by the arresting officer and delivered by the

COUNTY to the arresting officer at the time the prisoner is admitted to the lockup facility.

9. On-site collection in the building housing the new COUNTY jail of payments on Municipal Court stipulations, warrants, commitments and judgments. The procedures for collecting cash shall be agreed upon by the COUNTY and the CITY. Collections, collection procedures and supporting documentation and accounting records relating thereto shall be available and subject to audit by the CITY for not less than three (3) years.

B. The COUNTY shall assume the full cost of custody at the initial appearance of persons who are not held in custody exclusively on municipal ordinance violations. The COUNTY shall assume the full cost of custody at the initial appearance of persons who are arrested exclusively for violation of municipal ordinances before video intake terminal facilities located within the COUNTY jail. The CITY shall reimburse the COUNTY for the cost of custody at the initial appearance before a municipal court located outside the security perimeter in the building housing the new COUNTY jail for prisoners who are in custody exclusively for violation of municipal ordinances. The COUNTY shall not have responsibility for custody for the initial appearance before the Municipal Court located within the CITY

Police Administration Building of prisoners who are in custody exclusively for violation of municipal ordinances.

C. The CITY shall provide the following CITY functions in the building housing the new COUNTY jail:

1. Liaison services to the Circuit Court;
2. Intoxilizer tests using equipment furnished and maintained by the State of Wisconsin in the event intoxilizer rooms are included in accordance with Article II. B. 5;
3. Interrogation of prisoners;
4. Clerking for the Municipal Intake Court.

V.

DEVELOPMENT

A. The COUNTY shall provide for all water, sewer and utility hookups at its own expense. The COUNTY shall assume all costs for alterations or relocations of public or private utilities and/or public improvements associated with the construction of the new COUNTY jail. All work in the public right-of-way is subject to CITY permit requirements.

B. The COUNTY places the CITY on notice that it will be requesting the CITY to review and approve necessary vacations, variances and air rights in connection with the construction of the new jail to accomplish the following:

1. Vacating of the one-way loop access road adjacent to the north portion of the site;
2. Operating of shipping and receiving docks adjacent to North Ninth Street, at the southeast portion of the site, to include authority to maneuver trucks on Ninth Street; and
3. Building of a skywalk over Ninth Street to connect the jail and Safety Building.

VI.

LEGISLATION

A. In order to transfer confinement responsibilities to the COUNTY and to finance the CITY's contribution to the COUNTY under this Preliminary Central Booking Agreement, the CITY has proposed legislation annexed hereto as "Exhibit D." The COUNTY agrees to support such legislation before the Legislature and the Governor.

B. To control jail population, the COUNTY has created a Jail Population Control Committee comprised of the Chief Judge of the Circuit Court, the Sheriff, the District Attorney, the Superintendent of the House of Correction, the Administrator of the State Division of Corrections, the County Fiscal and Budget Administrator, and Supervisor Susan Baldwin. The CITY will designate one or more members, in cooperation with the COUNTY, to

serve as permanent members of the Committee in carrying out its function of identifying and urging implementation of legislative and administrative changes.

C. The CITY and COUNTY agree to work together for the implementation of state legislation as soon as practicable which will provide for:

1. Video arraignment in Municipal Court;
2. Mandatory arraignment within twenty-four (24) hours of booking or release from custody provided the law authorizes the Circuit Court or Circuit Court Commissioner to hold arraignment hearings for Municipal Court on weekends and holidays at no additional expense to the CITY;
3. Arraignment on charges of violating a municipal or county ordinance, a misdemeanor or traffic violation before a judge or court commissioner who has authority to receive a plea, enter judgment or impose a sentence in that type of case.
4. Trials or guilty plea proceedings to commence within sixty (60) days of the initial appearance upon a misdemeanor, or within ninety (90) days of the initial appearance on a felony for which the defendant is in custody;

5- The administrative hearing and final revocation decision to be within thirty (30) days of taking defendant into custody for violation of the conditions of probation;

6. Changes relating to driving after revocation of operating privileges:

(a) Change penalty for conviction of driving after revocation from mandatory jail and fine to permissive jail or fine;

(b) Driver's license is now revoked for additional six (6) months upon conviction of driving after revocation. Change additional revocation from mandatory to permissive;

(c) Decriminalize driving after revocation offenses which do not result from major traffic offenses;

(d) Permit intercept of tax refund, "Denver Boot" or forfeiture of vehicle if driver commits multiple driving after revocations arising out of major traffic offenses.

D. In the event the COUNTY proposes changes in the Municipal Court and the CITY approves such changes, the CITY will use its best efforts to implement such changes.

VII.

CONSIDERATION

A. In consideration of the facilities, equipment and services to be constructed, installed and performed by the COUNTY and other promises herein, the CITY agrees to pay the COUNTY Eleven Million Eight Hundred Thousand (\$11,800,000) Dollars. The payment schedule will be Five Hundred Thousand Dollars (\$500,000) on January 1, 1989, with the remainder to be paid based on the following pro rata formula:

January 1, 1990	\$ 880,000
May 1, 1990	3,520,000
May 1, 1991	6,900,000

B. If construction commences after January 1, 1990, the payment schedule in Article VII. A. for payments due in 1990 and 1991 shall be moved back one (1) month for each month's delay in the commencement of construction. If the CITY is not authorized to borrow the amount due on any payment date, the COUNTY will include the funds in its bond issue for the project and be reimbursed by the CITY for principal, plus interest. The reimbursement will be according to a schedule agreed to by the CITY and COUNTY, and will be complete by time the new jail facility opens.

C. If the COUNTY does not commence construction before January 1, 1991, the CITY shall be entitled to the payment of interest on its 1989 payment at the prime rate for the period

between the 1989 payment date and the date of commencement of construction. If the COUNTY does not commence construction before January 1, 1992, the CITY at its option may terminate this Agreement, in which case the CITY shall be entitled to recover its payments under Article VII. A. and for out-of-pocket costs.

D. The COUNTY agrees that in the event of jail overcrowding, if the sheriff or designee does not accept a person arrested by CITY police for confinement and custody, the COUNTY will reimburse the CITY for operating costs for lockup and related functions as a consequence of such arrest.

VIII.

TERM OF THE AGREEMENT

This Agreement shall have a term of twenty-five (25) ^{11/02/2013} years and shall be subject to amendment at any time by mutual agreement of the parties.

IN WITNESS WHEREOF, The parties hereto have executed this Final Agreement the day and year first above written.

IN THE PRESENCE OF:

CITY OF MILWAUKEE

BY: Richard E. Wyttenbach Mayor

BY: Rose M. Grottenhart City Clerk

COUNTERSIGNED:

[Signature]

[Signature]
Comptroller

IN THE PRESENCE OF:

[Signature]

COUNTY OF MILWAUKEE

BY: [Signature] County Executive

[Signature]

BY: [Signature] County Clerk

TEH:cfg
JailAgr
11/2/88 8:00 A.M.

APPROVED
FOR
EXECUTION
[Signature]
CORPORATION
COUNSEL

City of Milwaukee

Office of the City Clerk

200 E. Wells Street
Milwaukee, Wisconsin 53202

Certified Copy of Resolution-Immediate Adoption

CITY OF MILWAUKEE
RECEIVED

2014 FEB 12 PM 3:30

OFFICE OF
CITY ATTORNEY

FILE NO: 131506

Title:

Resolution approving an extension of the Final Agreement between the City and Milwaukee County relating to the Milwaukee County jail and related facilities.

Body:

Whereas, On November 18, 1988, the Common Council adopted Resolution File Number 881565, approving a Final Agreement between the City and Milwaukee County relating to the Milwaukee County jail and related facilities; and

Whereas, This agreement expires on February 10, 2014; and

Whereas, Both the City and Milwaukee County desire to extend this agreement until August 11, 2014; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that extension of the Final Agreement between the City and Milwaukee County relating to the Milwaukee County jail and related facilities, dated February 10, 1989, until August 11, 2014, is approved.



I, James R. Owczarski, City Clerk, do hereby certify that the foregoing is a true and correct copy of a(n) Resolution-Immediate Adoption Passed by the COMMON COUNCIL of the City of Milwaukee, Wisconsin on February 11, 2014.

James R. Owczarski

James R. Owczarski

February 12, 2014

Date Certified

Extension of Final Agreement

This is an extension of the Final Agreement between the City of Milwaukee and the County of Milwaukee dated February 10, 1989, which is commonly known as "the jail agreement."

Whereas, the City and County entered into this agreement which expires on February 10, 2014; and

Whereas, the City and County desire to extend this agreement until August 11, 2014; now

Therefore, the City and County mutually agree as of February 11, 2014 that the Final Agreement dated February 10, 1989, is hereby extended until August 11, 2014, and affix their duly authorized signatures below in witness thereof.

CITY OF MILWAUKEE:

Tom Barrett
Mayor

James R. Owczarski
City Clerk

COUNTY OF MILWAUKEE:

Chris Evers
County Executive

199639/1032-2012-2136

1 By Supervisors Rainey and Dimitrijevic

File No. 14-522

2
3 **A RESOLUTION**

4
5 Supporting an advisory referendum question on the November 2014 ballot asking if
6 Milwaukee County voters support increasing the State minimum wage to \$10.10 an hour

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8 WHEREAS, the challenge of income inequality defines our times, as noted by
9 figures ranging from Pope Francis to President Obama; and

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11 WHEREAS, average wage levels for American workers have been stagnant for
12 decades and wage levels for the lowest-paid workers declined, while economists predict
13 that by the year 2020, nearly half of all employment in America will be found in low-wage
14 sector jobs that do not pay a living wage; and

15
16 WHEREAS, the current minimum wage in Wisconsin is \$7.25 an hour and a person
17 making minimum wage, working forty hours a week, earns only \$290 per week or \$15,080
18 a year, but the current Federal Poverty Level Guideline for a family of four is \$23,850; and

19
20 WHEREAS, in Milwaukee County the current monthly costs for a family with one
21 parent and one child, calculated by the Economic Policy Institute, is \$51,695 annually, and
22 includes only items to ensure a secure, yet modest living standard, including such basic
23 necessities as health care and child care; and

24
25 WHEREAS, the annual report from the University of Wisconsin-Madison’s Institute
26 for Research on Poverty, found that many of the jobs being created do not pay a living
27 wage and in Milwaukee County the poverty level rose from 17.8 percent in 2011 to 18.8
28 percent in 2012; and

29
30 WHEREAS, according to the United States Census Bureau, in 2012 the state poverty
31 rate was 13.2 percent while in Milwaukee County the rate was much higher at 22.3
32 percent and even more disturbingly the child poverty rate in Milwaukee County was 32.4
33 percent; and

34
35 WHEREAS, had the minimum wage increased with inflation since 1968, it would be
36 nearly \$11 per hour today, and had it grown with increases in productivity, or the ability of
37 our economy to generate greater wealth, it would be roughly \$20 per hour; and

38
39 WHEREAS, as of January 1, 2014, twenty-one states and the District of Columbia
40 have minimum wage rates above the federally mandated minimum wage, while dozens of
41 states and cities are considering increasing their minimum wage rate to \$10.10 per hour,
42 \$11.50 per hour, \$12.25 per hour, and as high as \$15 per hour, and some states and cities
43 already have done so since the start of the calendar year; and

44 WHEREAS, the minimum wage sets a basic standard for income from work, setting
45 public policy in line with the basic values that anyone who works should be able to
46 support themselves and their families without being forced to rely on public assistance
47 programs, and that business profits should not rely upon public subsidies for firms that pay
48 workers poverty-level wages; and

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50 WHEREAS, as reported by the Economic Policy Institute, more than 600
51 economists, including Nobel laureates, signed a letter to the President and other political
52 figures stating that there is little to no effect on joblessness of minimum wage workers
53 when the minimum wage is raised, and in fact, many times there is a small stimulative
54 effect on the economy as low-wage earners go out and spend their extra earnings on every
55 day necessities; and

56
57 WHEREAS, on March 20, 2014, the Milwaukee County Board of Supervisors
58 adopted Resolution File No. 13-955 (Vote 12-6), a living wage ordinance requiring many
59 businesses contracting with Milwaukee County to pay a minimum hourly wage rate equal
60 to 100 percent of the poverty income level for a family of four, currently \$11.47 an hour;
61 and

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63 WHEREAS, Milwaukee County voters should have the opportunity to be heard on
64 whether they support raising the minimum wage to \$10.10 an hour; now, therefore,

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66 BE IT RESOLVED, by the County Board of Supervisors of Milwaukee County,
67 Wisconsin, as follows:

68
69 Section 1. Referendum Election. The County Clerk is hereby directed to call an
70 advisory referendum election to be held in the County at the regularly scheduled election
71 to be held on November 4, 2014, for the purpose of submitting to the qualified electors of
72 the County the proposition of whether the State of Wisconsin should raise the minimum
73 wage to \$10.10 per hour. The referendum shall be held, noticed, and conducted following
74 the procedures set forth in Section 59.52(25) of the Wisconsin Statutes.

75
76 Section 2. Official Referendum Ballot Form. The ballot to be used at the
77 referendum election shall be prepared in accordance with the provisions of Sections
78 5.64(2) and 7.08(1)(a) of the Wisconsin Statutes. The ballot shall be substantially in the
79 form attached hereto as Exhibit A.

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EXHIBIT A

OFFICIAL REFERENDUM BALLOT

November 4, 2014

NOTICE TO ELECTORS: THIS BALLOT MAY BE INVALID UNLESS INITIALED BY TWO (2) ELECTION INSPECTORS. IF CAST AS AN ABSENTEE BALLOT, THE BALLOT MUST BEAR THE INITIALS OF THE MUNICIPAL CLERK OR DEPUTY CLERK.

If you desire to vote on the question, make a cross (X) in the square beneath the question after "YES" if in favor of the question or make a cross (X) in the square after "NO" if opposed to the question.

ADVISORY REFERENDUM

Should the State of Wisconsin increase the minimum wage to \$10.10 an hour?

YES

NO

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: May 16, 2014

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: A resolution calling for an advisory referendum on whether the State of Wisconsin should increase the minimum wage from \$7.25 an hour to \$10.10 an hour.

FISCAL EFFECT:

- | | |
|--|--|
| <input type="checkbox"/> No Direct County Fiscal Impact
<input type="checkbox"/> Existing Staff Time Required
<input checked="" type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below)
<input type="checkbox"/> Absorbed Within Agency's Budget
<input checked="" 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	\$25,000 to \$40,000	\$0
	Revenue	\$0	\$0
	Net Cost	\$25,000 to \$40,000	\$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. Approval of this resolution calls for an advisory referendum to be held on November 4, 2014, asking voters: Should the State of Wisconsin raise the minimum wage to \$10.10 an hour?

B. Based on information provided and confirmed by Election Commission staff, this fiscal note provides an estimated range of \$25,000 to \$40,000 for the cost of adding an advisory referendum question to the November 4, 2014, County-wide ballot. This estimated cost range is based on the cost of printing ballots, programming election machines and the required newspaper advertising related to the referendum question. Milwaukee County, according to Election Commission staff, is responsible for all costs related to federal, state and county contests. A precise cost calculation is not possible since many factors influence the actual cost of each contest (i.e. election or referendum question) including ballot printing (actual size of ballot, number of columns and whether it is one or two-sided), election machine programming and advertising expenses.

The County's actual cost for holding an advisory referendum during the spring 2008 general election, according to Election Commission staff calculations, was \$17,216. This included \$4,754 for ballots, \$3,569 for election machine programming and \$8,893 in required newspaper advertising. (Referendums have additional advertising requirements in addition to the usual ballot advertising requirement.)

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.

² Community Business Development Partners' review is required on all professional service and public work construction contracts.

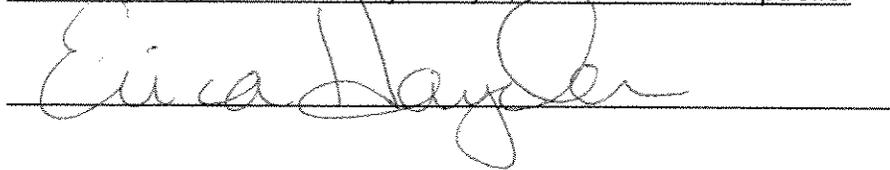
The County's actual cost for holding and advisory referendum during the fall 2008 general election, according to Election Commission staff calculations, was \$31,795. This included \$17,000 for ballots, \$3,495 for election machine programming and \$11,300 for advertising.

In an estimate prepared in August 2012 for a proposed referendum during the general election scheduled for November 6, 2012, Election Commission staff projected the cost of the advisory referendum at \$37,484. The increase from the actual 2008 referendum was largely due to an increase in the cost of ballot printing.

- C. The budgetary impact is expected to increase the expenditures of the Election Commission by \$25,000 to \$40,000 due to the addition of the advisory referendum. Election Commission staff, historically, have sought fund transfers from the Appropriation for Contingencies for any costs that could not be absorbed within their Adopted Budget. These fund transfers are typically requested after the election is held and actual election costs can be determined. The fiscal note anticipated that an appropriation fund transfer from Org. Unit. 1940 – Countywide non-departmentals, Account 1945 – Appropriation for Contingencies, would be necessary at a later date to cover the additional cost of the proposed referendum that was not contemplated when the 2014 Adopted Budget was approved.
- D. The assumptions and interpretations used for this fiscal note were historical referendum costs and Election Commission professional staff assumptions of current costs for printing, programming and advertising. Please note that the Election Commission, by law, must receive the notice of a referendum for the November 4, 2014 general election seventy (70) days in advance, or August 26, 2014.

Department/Prepared By Erica Hayden, Fiscal & Policy Analyst, Office of the Comptroller

Authorized Signature



Did DAS-Fiscal Staff Review? Yes No

Did CDBP Review?² Yes No Not Required

1 By Supervisor Romo West

File No. 14-

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A RESOLUTION

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Supporting an advisory referendum on the November 2014 ballot asking if Milwaukee County voters support the State Legislature accepting monies from the federal government to expand BadgerCare

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WHEREAS, the Affordable Care Act allows states to expand Medicaid to all individuals with income up to 133 percent of the federal poverty level and the State of Wisconsin has chosen not to take advantage of the available federal funds; and

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WHEREAS, AARP has urged Wisconsin to expand Medicaid stating that the individuals who will gain coverage, an estimated 84,700 Wisconsin residents, will include people who are single without children and who have no other means to get health insurance; and

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WHEREAS, Wisconsin’s Internal Medicine Physician Specialists, representing 1,899 medical professionals in Wisconsin, states that it is imperative that Wisconsin accept federal dollars to expand Medicaid because it will improve low-income individual’s health status, reduce uninsured Wisconsinites by an estimated forty percent, and it will save the State money because in 2014-15 100 percent federal funding is available; and

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WHEREAS, the Legislative Fiscal Bureau estimated acceptance of these federal funds could save the state \$66 million over the course of three years; and

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WHEREAS, in Milwaukee County an estimated 21,376 additional adults will be eligible for BadgerCare, a 38 percent increase in insured individuals, as reported by the Legislative Fiscal Bureau on December 16, 2013; and

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WHEREAS, increasing access to health care for underinsured and uninsured Milwaukee County residents will reduce health care disparities, improve health outcomes, and lower the total cost of care in our community as reported by the Milwaukee Health Care Partnership; and

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WHEREAS, no Milwaukee County resident should forgo preventive and routine medical care if there is a means by which to provide them with affordable healthcare; and

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WHEREAS, Milwaukee County voters deserve the opportunity to voice their opinion on this matter; now, therefore,

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BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby urges the State of Wisconsin to accept all federal funds for BadgerCare available through the Affordable Care Act; and

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BE IT FURTHER RESOLVED, by the County Board of Supervisors of Milwaukee County, Wisconsin, as follows:

Section 1. Referendum Election. The County Clerk is hereby directed to call an advisory referendum election to be held in the County at the regularly scheduled election to be held on November 4, 2014, for the purpose of submitting to the qualified electors of the County the proposition of whether the State Legislature shall accept federal funds to expand BadgerCare to provide affordable healthcare for thousands of Wisconsin residents. The referendum shall be held, noticed, and conducted following the procedures set forth in Section 59.52(25) of the Wisconsin Statutes.

Section 2. Official Referendum Ballot Form. The ballot to be used at the referendum election shall be prepared in accordance with the provisions of Sections 5.64(2) and 7.08(1)(a) of the Wisconsin Statutes. The ballot shall be substantially in the form attached hereto as Exhibit A.

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EXHIBIT A

OFFICIAL REFERENDUM BALLOT

November 4, 2014

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If you desire to vote on the question, make a cross (X) in the square beneath the question after "YES" if in favor of the question or make a cross (X) in the square after "NO" if opposed to the question.

ADVISORY REFERENDUM

Shall the next State Legislature accept all available federal funds for BadgerCare to ensure that thousands of Wisconsin citizens have access to affordable health coverage?

YES

NO

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: June 2, 2014

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: A resolution calling for an advisory referendum on whether the State Legislature should accept money from the federal government to expand BadgerCare

FISCAL EFFECT:

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|---|--|
| <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 checked="" 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	\$25,000 to \$40,000	\$0
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- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

- A. Approval of this resolution calls for an advisory referendum to be held on November 4, 2014, asking voters: Shall the next State Legislature accept all available federal funds for BadgerCare to ensure that thousands of Wisconsin citizens have access to affordable health coverage?
- B. Based on information provided and confirmed by Election Commission staff, this fiscal note provides an estimated range of \$25,000 to \$40,000 for the cost of adding an advisory referendum question to the November 4, 2014, County-wide ballot. This estimated cost range is based on the cost of printing ballots, programming election machines and the required newspaper advertising related to the referendum question. Milwaukee County, according to Election Commission staff, is responsible for all costs related to federal, state and county contests. A precise cost calculation is not possible since many factors influence the actual cost of each contest (i.e. election or referendum question) including ballot printing (actual size of ballot, number of columns and whether it is one or two-sided), election machine programming and advertising expenses.

The County's actual cost for holding an advisory referendum during the spring 2008 general election, according to Election Commission staff calculations, was \$17,216. This included \$4,754 for ballots, \$3,569 for election machine programming and \$8,893 in required newspaper advertising. (Referendums

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² Community Business Development Partners' review is required on all professional service and public work construction contracts.

have additional advertising requirements in addition to the usual ballot advertising requirement.)

The County's actual cost for holding and advisory referendum during the fall 2008 general election, according to Election Commission staff calculations, was \$31,795. This included \$17,000 for ballots, \$3,495 for election machine programming and \$11,300 for advertising.

In an estimate prepared in August 2012 for a proposed referendum during the general election scheduled for November 6, 2012, Election Commission staff projected the cost of the advisory referendum at \$37,484. The increase from the actual 2008 referendum was largely due to an increase in the cost of ballot printing.

- C. The budgetary impact is expected to increase the expenditures of the Election Commission by \$25,000 to \$40,000 due to the addition of the advisory referendum. Election Commission staff, historically, have sought fund transfers from the Appropriation for Contingencies for any costs that could not be absorbed within their Adopted Budget. These fund transfers are typically requested after the election is held and actual election costs can be determined. The fiscal note anticipated that an appropriation fund transfer from Org. Unit. 1940 – Countywide non-departmentals, Account 1945 – Appropriation for Contingencies, would be necessary at a later date to cover the additional cost of the proposed referendum that was not contemplated when the 2014 Adopted Budget was approved.
- D. The assumptions and interpretations used for this fiscal note were historical referendum costs and Election Commission professional staff assumptions of current costs for printing, programming and advertising. Please note that the Election Commission, by law, must receive the notice of a referendum for the November 4, 2014 general election seventy (70) days in advance, or August 26, 2014.

Department/Prepared By Erica Hayden, Fiscal & Policy Analyst, Office of the Comptroller

Authorized Signature



Did DAS-Fiscal Staff Review? Yes No

Did CDBP Review?² Yes No Not Required

APR 24 2014
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(ITEM) A resolution by Supervisors Weishan, Jr., Broderick, and Rainey providing for an advisory referendum on the November 4, 2014, election ballot on whether tax revenue should be used to help pay for the renovation or construction of a new sports and entertainment arena to replace the BMO Harris Bradley Center in the City of Milwaukee and to build a major expansion to the Wisconsin Center Convention Center, by recommending adoption of the following:

A RESOLUTION

WHEREAS, the Metropolitan Milwaukee Association of Commerce (MMAC) assembled a task force of elected officials and community leaders to discuss future funding of Milwaukee's cultural and entertainment facilities, including the potential replacement of the BMO Harris Bradley Center and expansion of the Wisconsin Center Convention Center; and

WHEREAS, MMAC invited representatives from five counties, Milwaukee, Waukesha, Ozaukee, Washington, and Racine, the same counties that comprise the Southeast Wisconsin Professional Baseball Park District that is charged with oversight of constructing, operating, and maintaining Miller Park; and

WHEREAS, since the implementation of a 0.1% (one-tenth of one-percent) sales and use tax in 1996 in five counties to pay the debt service costs on Baseball Park District-issued revenue bonds and facility operation expenses, approximately \$423.5 million has been paid to the Baseball Park District; and

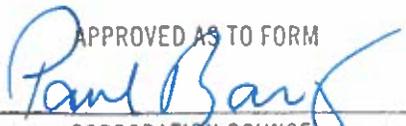
WHEREAS, based on a recent financial analysis, the Baseball Park District sales tax will most likely sunset between 2017 and 2018; and

WHEREAS, there was no public referendum on the imposition of the Baseball Park District sales tax; and

WHEREAS, in contrast, Brown County voters approved a referendum in 2000 to levy a 0.5% (one-half of one percent) sales and use tax to help finance improvements to Lambeau Field that thus far has raised approximately \$267.7 million for the project; and

WHEREAS, the Milwaukee County Board of Supervisors approved File No. 08-217 on June 26, 2008, that established an advisory referendum on November 4, 2008, that asked all County voters the following question:

Shall the State of Wisconsin grant Milwaukee County the authority to provide property tax relief of at least sixty-seven million dollars (\$67 million) by levying a one percent (1%) county sales and use tax to be used to remove the following three items from the property tax levy: parks, recreation and culture, transit and

APPROVED AS TO FORM

CORPORATION COUNSEL

46 *emergency medical services (EMS)?*

47

48 ; and

49

50 WHEREAS, Milwaukee County voters approved the advisory referendum on
51 November 4, 2008, by a vote of 52 to 48 percent; and

52

53 WHEREAS, a Milwaukee Journal Sentinel editorial on November 5, 2008, was
54 headlined, "People Have Spoken: It's time to move forward on a Milwaukee County sales
55 tax increase to protect parks, transit and other key services and to offer property tax relief,"
56 and

57

58 WHEREAS, despite the support from the voters and media and an effort by many
59 policymakers, the State Legislature and Governor have yet to adopt and sign into law
60 authority to enact the referendum as approved by Milwaukee County voters; and

61

62 WHEREAS, Milwaukee County voters have already expressed their support for the
63 imposition of a sales tax to provide property tax relief by removing parks, recreation,
64 culture, transit, and emergency medical services from the property tax; and

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66 WHEREAS, conservative initial estimates indicate that it may cost at least \$400
67 million to build a new sports and entertainment arena and \$300 million to build a major
68 expansion to the Wisconsin Center Convention Center facility; and

69

70 WHEREAS, Milwaukee County voters should be given the opportunity to decide if
71 they want to help pay for the renovation or construction of a new sports and entertainment
72 arena to replace the BMO Harris Bradley Center in the City of Milwaukee and the
73 expansion of the Wisconsin Center Convention Center; now, therefore,

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75 BE IT RESOLVED, that the Milwaukee County Board of Supervisors is hereby
76 opposed to spending any new tax dollars on the renovation or construction of a new sports
77 and entertainment arena to replace the BMO Harris Bradley Center in the City of
78 Milwaukee, or to build a major expansion to the Wisconsin Center Convention Center,
79 until the sales tax that was supported by the voters in 2008 to provide property tax relief by
80 removing parks, recreation, culture, transit, and emergency medical services from the
81 property tax is authorized; and

82

83 BE IT FURTHER RESOLVED, that the Milwaukee County Board of Supervisors is
84 also opposed to extending the Southeast Wisconsin Professional Baseball Park District
85 sales tax of 0.1% for any purposes other than which it was originally authorized; and

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87 BE IT FURTHER RESOLVED, by the County Board of Supervisors of Milwaukee
88 County, Wisconsin, as follows:

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90 Section 1. Referendum Election. The County Clerk is hereby directed to call an
91 advisory referendum election to be held in the County at the regularly scheduled election
92 to be held on November 4, 2014, for the purpose of submitting to the qualified electors of
93 the County the proposition of whether tax dollars should be allocated to pay for the
94 construction of a new sports and entertainment arena in the City of Milwaukee. The
95 referendum shall be held, noticed, and conducted following the procedures set forth in
96 Section 59.52(25) of the Wisconsin Statutes.

97
98 Section 2. Official Referendum Ballot Form. The ballot to be used at the
99 referendum election shall be prepared in accordance with the provisions of Sections
100 5.64(2) and 7.08(1)(a) of the Wisconsin Statutes. The ballot shall be substantially in the
101 form attached hereto as Exhibit A.
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EXHIBIT A

OFFICIAL REFERENDUM BALLOT

November 4, 2014

NOTICE TO ELECTORS: THIS BALLOT MAY BE INVALID UNLESS INITIALED BY TWO (2) ELECTION INSPECTORS. IF CAST AS AN ABSENTEE BALLOT, THE BALLOT MUST BEAR THE INITIALS OF THE MUNICIPAL CLERK OR DEPUTY CLERK.

If you desire to vote on the question, make a cross (X) in the square beneath the question after "YES" if in favor of the question or make a cross (X) in the square after "NO" if opposed to the question.

ADVISORY REFERENDUM

Shall public tax dollars be used to help build a new sports and entertainment arena in the City of Milwaukee and to build a major expansion to the Wisconsin Center Convention Center?

YES

NO

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: February 26, 2014

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: A resolution calling for an advisory referendum on whether tax revenue should be used to help pay for the renovation or construction of a new sports and entertainment arena to replace the BMO Harris Bradley Center in the City of Milwaukee and to build a major expansion to the Wisconsin Center Convention Center

FISCAL EFFECT:

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|--|---|
| <input type="checkbox"/> No Direct County Fiscal Impact
<input type="checkbox"/> Existing Staff Time Required
<input checked="" type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below)
<input type="checkbox"/> Absorbed Within Agency's Budget
<input checked="" 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 checked="" 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	\$25,000 to \$40,000	0
	Revenue	0	0
	Net Cost	\$25,000 to \$40,000	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. Approval of this resolution will indicate Milwaukee County's opposition to spending any new tax dollars on the renovation or construction of a new sports and entertainment arena to replace the BMO Harris Bradley Center in the City of Milwaukee, or to build a major expansion to the Wisconsin Center Convention Center, until the sales tax that was supported by the voters in 2008 to provide property tax relief by removing parks, recreation and culture, transit and emergency medical services (EMS) from the property tax is authorized. The resolution also would oppose extending the Southeast Wisconsin Professional Baseball Park District sales tax of 0.1% for any purposes other than which it was originally authorized. Finally, the resolution calls for an advisory referendum to be held on November 4, 2014, asking voters: Shall public tax dollars be used to help build a new sports and entertainment arena in the City of Milwaukee and to build a major expansion to the Wisconsin Center Convention Center?
 - B. Based on information provided and confirmed by Election Commission staff, this fiscal note provides an estimated range of \$25,000 to \$40,000 for the cost of adding an advisory referendum question to the November 4, 2014, County-wide ballot. This estimated cost range is based on the cost of printing ballots, programming election machines and the required newspaper advertising related to the referendum question. Milwaukee County, according to Election Commission staff, is responsible for all costs related to federal, state and county contests. A precise cost calculation is not possible since many factors influence the actual cost of each contest (i.e. election or referendum question) including ballot printing (actual size of ballot, number of columns and whether it is one or two-sided), election machine programming and advertising expenses.

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.

² Community Business Development Partners' review is required on all professional service and public work construction contracts.

The County's actual cost for holding an advisory referendum during the spring 2008 general election, according to Election Commission staff calculations, was \$17,216. This included \$4,754 for ballots, \$3,569 for election machine programming and \$8,893 in required newspaper advertising. (Referendums have additional advertising requirements in addition to the usual ballot advertising requirement.)

The County's actual cost for holding an advisory referendum during the fall 2008 general election, according to Election Commission staff calculations, was \$31,795. This included \$17,000 for ballots, \$3,495 for election machine programming and \$11,300 for advertising.

In an estimate prepared in August 2012 for a proposed referendum during the general election scheduled for November 6, 2012, Election Commission staff projected the cost of the advisory referendum at \$37,484. The increase from the actual 2008 fall referendum costs was largely due to an increase in the cost of ballot printing.

- C. The budgetary impact is expected to increase the expenditures of the Election Commission by \$25,000 to \$40,000 due to the addition of the advisory referendum. Election Commission staff, historically, have sought fund transfers from the Appropriation for Contingencies for any costs that could not be absorbed within their Adopted Budget. These fund transfers are typically requested after the election is held and actual election costs can be determined. This fiscal note anticipates that an appropriation fund transfer from Org. Unit. 1940 – Countywide nondepartmentals, Account 1945 – Appropriation for Contingencies, would be necessary at a later date to cover the additional cost of the proposed referendum that was not contemplated when the 2014 Adopted Budget was approved.
- D. The assumptions and interpretations used for this fiscal note were historical referendum costs and Election Commission professional staff assumptions of current costs for printing, programming and advertising. It should also be noted that the Election Commission, by law, must receive the notice of a referendum for the November 4, 2014 general election seventy (70) days in advance, or August 26, 2014.

Department/Prepared By Steve Cady, Policy and Research Director, Office of the Comptroller

Authorized Signature



Did DAS-Fiscal Staff Review? Yes No

Did CBDP Review?² Yes No Not Required

1 By Supervisor Johnson, Jr.

2 File No. 14-529

3 **A RESOLUTION**

4
5 Supporting an advisory referendum on the November 2014 ballot asking Milwaukee
6 County voters whether the State should amend its statutes to allow Milwaukee County to
7 transition its management and administrative functions from an elected County Executive
8 to a professional County Administrator
9

10 WHEREAS, since 1960, the state has mandated Milwaukee County to have a county
11 executive; and
12

13 WHEREAS, Milwaukee County is the only county in the State of Wisconsin without
14 self-determination in deciding whether to have a county executive or county administrator;
15 and
16

17 WHEREAS, in every other county, by resolution of its board or by petition and
18 referendum, the county may create or abolish the office of county executive; and
19

20 WHEREAS, ending the requirement that counties with a population of at least
21 500,000 must elect a county executive will give all counties the same rights in determining
22 their form of governance; and
23

24 WHEREAS, in 2001 the Wisconsin State Assembly approved Assembly Bill 865,
25 authored by now-Governor Scott Walker, which eliminated the requirement for counties
26 with populations over 500,000 to elect a county executive – the bill was not taken up by
27 the Senate; and
28

29 WHEREAS, Milwaukee County voters deserve an opportunity to voice their opinion
30 on matters of local governance structure; now, therefore,
31

32 BE IT RESOLVED, by the County Board of Supervisors of Milwaukee County,
33 Wisconsin, as follows:
34

35 Section 1. Referendum Election. The County Clerk is hereby directed to call an
36 advisory referendum election to be held in the County at the regularly scheduled election
37 to be held on November 4, 2014, for the purpose of submitting to the qualified electors of
38 the county whether they want the Wisconsin Statutes amended to allow Milwaukee County
39 to transition from an elected County Executive to a professional County Administrator. The
40 referendum shall be held, noticed, and conducted following the procedures set forth in
41 Section 59.52(25) of the Wisconsin Statutes.
42

43 Section 2. Official Referendum Ballot Form. The ballot to be used at the
44 referendum election shall be prepared in accordance with the provisions of Sections

45 5.64(2) and 7.08(1)(a) of the Wisconsin Statutes. The ballot shall be substantially in the
46 form attached hereto as Exhibit A.
47
48

EXHIBIT A

OFFICIAL REFERENDUM BALLOT

November 4, 2014

NOTICE TO ELECTORS: THIS BALLOT MAY BE INVALID UNLESS INITIALED BY TWO (2) ELECTION INSPECTORS. IF CAST AS AN ABSENTEE BALLOT, THE BALLOT MUST BEAR THE INITIALS OF THE MUNICIPAL CLERK OR DEPUTY CLERK.

If you desire to vote on the question, make a cross (X) in the square beneath the question after "YES" if in favor of the question or make a cross (X) in the square after "NO" if opposed to the question.

ADVISORY REFERENDUM

Should Wisconsin Statutes be amended to allow Milwaukee County to transition its management and administrative functions from an elected County Executive to a professional County Administrator?

YES

NO

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: June 4, 2014

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Supporting an advisory referendum on the November 2014 ballot asking Milwaukee County voters whether the State should amend its statutes to allow Milwaukee County to transition its management and administrative functions from an elected County Executive to a professional County Administrator

FISCAL EFFECT:

- | | |
|--|--|
| <input type="checkbox"/> No Direct County Fiscal Impact
<input type="checkbox"/> Existing Staff Time Required
<input checked="" type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below)
<input type="checkbox"/> Absorbed Within Agency's Budget
<input checked="" 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	\$25,000 to \$40,000	\$0
	Revenue	\$0	\$0
	Net Cost	\$25,000 to \$40,000	\$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. Approval of this resolution calls for an advisory referendum to be held on November 4, 2014, asking voters: Should Wisconsin Statutes be amended to allow Milwaukee County to transition its management and administrative functions from an elected County Executive to a professional County Administrator?
- B. Based on information provided and confirmed by Election Commission staff, this fiscal note provides an estimated range of \$25,000 to \$40,000 for the cost of adding an advisory referendum question to the November 4, 2014, County-wide ballot. This estimated cost range is based on the cost of printing ballots, programming election machines and the required newspaper advertising related to the referendum question. Milwaukee County, according to Election Commission staff, is responsible for all costs related to federal, state and county contests. A precise cost calculation is not possible since many factors influence the actual cost of each contest (i.e. election or referendum question) including ballot printing (actual size of ballot, number of columns and whether it is one or two-sided), election machine programming and advertising expenses.

The County's actual cost for holding an advisory referendum during the spring 2008 general election, according to Election Commission staff calculations, was \$17,216. This included \$4,754 for ballots, \$3,569 for election machine programming and \$8,893 in required newspaper advertising. (Referendums

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.

² Community Business Development Partners' review is required on all professional service and public work construction contracts.

have additional advertising requirements in addition to the usual ballot advertising requirement.)

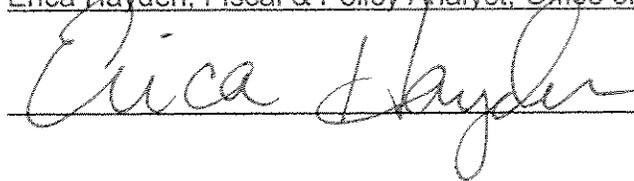
The County's actual cost for holding and advisory referendum during the fall 2008 general election, according to Election Commission staff calculations, was \$31,795. This included \$17,000 for ballots, \$3,495 for election machine programming and \$11,300 for advertising.

In an estimate prepared in August 2012 for a proposed referendum during the general election scheduled for November 6, 2012, Election Commission staff projected the cost of the advisory referendum at \$37,484. The increase from the actual 2008 referendum was largely due to an increase in the cost of ballot printing.

- C. The budgetary impact is expected to increase the expenditures of the Election Commission by \$25,000 to \$40,000 due to the addition of the advisory referendum. Election Commission staff, historically, have sought fund transfers from the Appropriation for Contingencies for any costs that could not be absorbed within their Adopted Budget. These fund transfers are typically requested after the election is held and actual election costs can be determined. The fiscal note anticipated that an appropriation fund transfer from Org. Unit. 1940 – Countywide non-departmentals, Account 1945 – Appropriation for Contingencies, would be necessary at a later date to cover the additional cost of the proposed referendum that was not contemplated when the 2014 Adopted Budget was approved.
- D. The assumptions and interpretations used for this fiscal note were historical referendum costs and Election Commission professional staff assumptions of current costs for printing, programming and advertising. Please note that the Election Commission, by law, must receive the notice of a referendum for the November 4, 2014 general election seventy (70) days in advance, or August 26, 2014.

Department/Prepared By Erica Hayden, Fiscal & Policy Analyst, Office of the Comptroller

Authorized Signature



Did DAS-Fiscal Staff Review? Yes No

Did CDBP Review?² Yes No Not Required

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

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

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

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

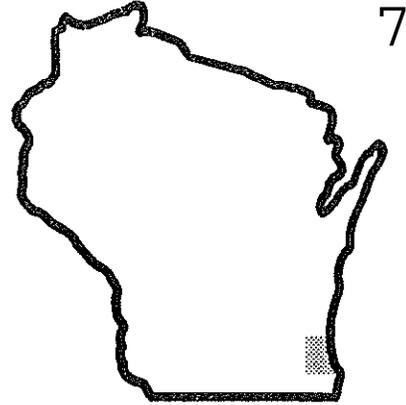
BETH BISHOP PERRIGO
Deputy District Court Administrator
Telephone: (414) 278-5025

STATE OF WISCONSIN

FIRST JUDICIAL DISTRICT

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

TELEPHONE (414) 278-5112
FAX (414) 223-1264
WEBSITE: www.wicourts.gov



To: Chairwoman Marina Dimitrijevic

From: Chief Judge Jeffrey Kremers

Copy: Willie Johnson, Jr., Co-Chair-Finance, Personnel and Audit Committee
David Cullen, Co-Chair-Finance, Personnel and Audit Committee

Date: May 30, 2014

RE: Item for Finance, Personnel and Audit Committee Agenda

Please place the following item on the next Finance, Audit and Personnel Committee Meeting agenda:

- Requesting permission to receive additional grant funds in the amount of \$15,799.00 from the Wisconsin Department of Transportation for services provided by Wisconsin Community Services in the Repeat Intoxicated Driver Intervention Program, and to amend the 2014 WCS Repeat Intoxicated Driver Intervention/SCRAM/Drug Testing Program professional services contract to reflect total 2014 expenditures not to exceed \$606,758.

Please see the attached documents in support of this request. 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 receive additional funding in the amount of \$15,799.00 from the Wisconsin Department of Transportation for provision of services in the Wisconsin Community Services (WCS) Repeat Intoxicated Driver Intervention Program and to modify the 2014 Wisconsin Community Services Repeat Intoxicated Driver Intervention Program contract.

A RESOLUTION

WHEREAS, The Milwaukee County Board of Supervisors adopted the 2014 budget on November 12, 2013, File No. 13-756, and approved by the County Executive, which included funding for Pretrial Services with contract responsibilities to include oversight and administration by the Chief Judge of Milwaukee County; and

WHEREAS, on December 11, 2013 Milwaukee County received from the Wisconsin Department of Transportation a funding award notice that results in increased funding to the WCS Repeat Intoxicated Driver Intervention Program for 2014 in the amount of \$15,799.00; therefore

BE IT RESOLVED, that the Milwaukee County Board of Supervisors does hereby authorize the Chief Judge to receive additional grant funds in the amount of \$15,799.00 from the Wisconsin Department of Transportation for services provided by WCS in the Repeat Intoxicated Driver Intervention Program and to modify WCS' Repeat Intoxicated Driver Intervention/SCRAM/Drug Testing Program contract to reflect total 2014 expenditures not to exceed \$606,758.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 05/21/2014

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: WCS Repeat Intoxicated Driver Intervention Program-Additional DOT Funding

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 checked="" 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 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	15,799	
	Revenue	15,799	
	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.

Increase of \$15,799 in operating expenditures in Org. Unit 2900, Pretrial Services for the period of January 1, 2014 – December 31, 2014 will be offset by an increase in operating revenue from the Wisconsin Department of Transportation Intensive Supervision Program grant award #0954-39-07 received from DOT on December 11, 2013. This award is in the amount of \$220,000 and results in an increase in the revenue amount from the \$204,201 originally included in the approved Org. Unit 2900 budget. The 2014 WCS Repeat Intoxicated Driver Intervention/Scram/Drug Testing Program contract "not to exceed" amount will be amended from \$590,959 to \$606,758.

There is no fiscal impact associated with the requested action.

Department/Prepared By Holly Szablewski

Authorized Signature



Did DAS-Fiscal Staff Review? Yes No

Did CDBP Review?² Yes No Not Required

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.

**CONTRACT FOR SERVICES
Amendment**

Between

MILWAUKEE COUNTY

AND

WISCONSIN COMMUNITY SERVICES, INC.

The 2014 professional services contract between Milwaukee County and Wisconsin Community Services, Inc. for provision of services in the Repeat Intoxicated Driver Intervention/Scram/Drug Testing Program is amended as follows:

RECITALS

WHEREAS, the Milwaukee County Board of Supervisors adopted the 2014 budget on November 12, 2013, File No. 13-756, and approved by the County Executive, which included funding for Pretrial Services with contract responsibilities to include oversight and administration by the Chief Judge of Milwaukee County; and

WHEREAS, on December 11, 2013 Milwaukee County received from the Wisconsin Department of Transportation a funding award notice that results in increased funding to the WCS Repeat Intoxicated Driver Intervention Program for 2014 in the amount of \$15,799.00; and

WHEREAS, on May 2, 2014 the professional services contract for the above services was executed between Milwaukee County and Wisconsin Community Services; therefore

BE IT RESOLVED, that the 2014 WCS Repeat Intoxicated Driver Intervention/SCRAM/Drug Testing professional services contract ~~for~~ is amended to reflect total 2014 expenditures not to exceed \$606,758.

All other provisions, services and conditions set forth in the 2014 professional service contract shall remain in full force.

IN WITNESS WHEREOF,

WISCONSIN COMMUNITY SERVICES, Inc. and MILWAUKEE COUNTY HAVE EXECUTED THIS CONTRACT AMENDMENT EFFECTIVE MAY 1, 2014.

Reviewed by Risk Management

Chief Judge on behalf of Milwaukee County

DocuSigned by:
Amy Pechacek

Amy Pechacek

DocuSigned by:
Jeffrey A. Kramers

Jeffrey A. Kramers

5/27/2014

Date

5/27/2014

Date

Wisconsin Community Services, Inc.

DocuSigned by:

Hollis Patzer

DA17E954A0914F8...
Hollis Patzer

5/29/2014

Date

Reviewed by CBDP

DocuSigned by:

Rick Norris

AD4C84D4023E450...

5/27/2014

Date

Corporation Counsel

Date

Approved by Comptroller

DocuSigned by:

Scott B. Manske

Scott B. Manske

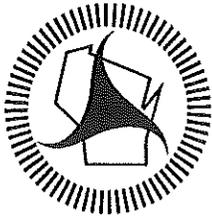
5/30/2014

Date

County Executive

Chris Abele

Date



Wisconsin Department of Transportation

www.dot.wisconsin.gov

Division of State Patrol
Bureau of Transportation Safety
4802 Sheboygan Ave.
P O Box 7936
Madison, WI 53707-7936

December 6, 2013

Chief Judge Jeffrey Kremers
Wisconsin Community Services - Milwaukee
901 North 9th Street, Room 609
Milwaukee, Wisconsin 53233

Telephone: 608-266-0402
FAX: 608-267-0441

RE: Wisconsin Community Services - Milwaukee
2013-2014 ISP Grant
Highway Safety Project ID 0954-39-07

Dear Chief Judge Kremers:

I'm pleased to inform you that your Highway Safety Project, 0954-39-07, entitled Wisconsin Community Services - Milwaukee 2013-2014 ISP Grant is approved based upon its potential for improving traffic safety in Wisconsin.

Funds: Highway Safety Funds are approved in the maximum amount of \$220,000.00 for reimbursement, only if funds are available.

Reimbursement:

- Reimbursement will be based upon the documented expenditures that do not exceed each approved budget item.
- BOTS must receive all reimbursement claims and deliverables in compliance with the Highway Safety Project Agreement.
- Claims will not be reimbursed when there are delinquent deliverables.

Dates: The approved project period begins 7/1/2013, and ends 6/30/2014, and only those costs incurred during this period are eligible for reimbursement.

Amendment: If you need to change any of the terms of the approved agreement, please contact your Regional Program Manager, Matthew Aslesen. They will assist you in preparing any required documentation.

A copy of this agreement is available to print within the Wise-Grants System. My staff and I appreciate your continued efforts to improve traffic safety in Wisconsin and look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "David Pabst".

David Pabst, Director
Bureau of Transportation Safety

DEC 11 2013

CONTRACT FORM 1684 R5 (Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures)

Mail to: Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse Community Business Development Partners, 8th Floor City Campus	CONTRACT TYPE			
	Professional Service - Operating	<input checked="" type="checkbox"/>		
	Professional Service - Capital			
	Purchase of Service			
	Preliminary	<input checked="" type="checkbox"/>	Final	

DEPARTMENT NAME	AGENCY NO.	DEPARTMENT (HIGH) ORG
Pretrial Services	290	2900

VENDOR INFORMATION

VENDOR NO.	ORDER TYPE	NEW or	AMEND	CONTRACT NO.
97072			X	

NAME OF VENDOR	ADDRESS
Wisconsin Community Services	3732 W. Wisconsin Avenue, Suite 200 Milwaukee, WI 53208

TAX I.D. NO.	EFFECTIVE DATES:	LENGTH OF CONTRACT	AMENDMENT ONLY: DOLLAR	TOTAL CONTRACT
	begin date end date	(IN MONTHS)	CHANGE	AMOUNT
	01/01/14 12/31/14	12	\$ 15,799.00	

ACCOUNTING INFORMATION

Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Job Number	Report Cat	Units	Amount to be Expended/ Amendment

PURPOSE OF CONTRACT

Provide pretrial supervision and SCRAM services to repeat OWI defendants.

Was County Board approval received prior to contract execution or contract amendment or extension?

If YES, give County Board File No. _____ Date Approved _____

If NO, why is County Board approval not required? _____

Was Contract fully executed prior to work being performed (all signatures received)? YES NO

Is Vendor a certified professional service DBE? YES NO

Holly Szablewski	05/22/14	
Prepared By	Date	Judicial Review Coordinator
		Title

Signature of County Administrator	Date	Title

Certificate of Completion

Envelope Number: 21EFAE0C64E44069AE33DCB5C473D2AC	Status: Completed
Subject: Please DocuSign this document: 2014 WCS Pretrial Services Contract Amendment.pdf	
Source Envelope:	
Document Pages: 4	Signatures: 5
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Holly Szablewski
	holly.szablewski@wicourts.gov
	IP Address: 165.219.245.62

Record Tracking

Status: Original	Holder: Holly Szablewski	Location: DocuSign
5/23/2014 4:12:21 PM CT	holly.szablewski@wicourts.gov	

Signer Events

Signer Events	Signature	Timestamp
<p>Rick Norris rick.norris@milwaukeecountywi.gov CBDP Director Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:</p>	<p>DocuSigned by: <i>Rick Norris</i> AD4C84D4023E450...</p> <p>Using IP Address: 204.194.251.5</p>	<p>Sent: 5/23/2014 4:22:29 PM CT Viewed: 5/27/2014 8:39:51 AM CT Signed: 5/27/2014 8:41:14 AM CT</p>
<p>Amy Pechacek amy.pechacek@milwaukeecountywi.gov Director of Risk Management Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 2/25/2014 12:36:39 PM CT ID: 55fe780a-2930-46fa-8578-dc7e4fbad47c</p>	<p>DocuSigned by: <i>Amy Pechacek</i> E454E4CA2D21452...</p> <p>Using IP Address: 204.194.251.5</p>	<p>Sent: 5/27/2014 8:41:15 AM CT Viewed: 5/27/2014 9:16:20 AM CT Signed: 5/27/2014 9:16:51 AM CT</p>
<p>Jeffrey Kremers jeffrey.kremers@wicourts.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 5/27/2014 9:32:26 AM CT ID: 591af0e6-4e77-40f2-a0d9-ff42ef1f190c</p>	<p>DocuSigned by: <i>Jeffrey Kremers</i> 51C398E2D2A947A...</p> <p>Using IP Address: 165.219.245.62</p>	<p>Sent: 5/27/2014 9:16:53 AM CT Viewed: 5/27/2014 9:32:26 AM CT Signed: 5/27/2014 9:32:45 AM CT</p>
<p>Hollis Patzer hpatzer@wiscs.org Executive Director Wisconsin Community Services, Inc Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 5/29/2014 11:46:50 AM CT ID: 2e6dfd36-399e-4c72-8a02-5f2d035bb9c5</p>	<p>DocuSigned by: <i>Hollis Patzer</i> D617E95440914F8...</p> <p>Using IP Address: 12.155.248.34</p>	<p>Sent: 5/27/2014 9:32:46 AM CT Viewed: 5/28/2014 10:18:30 AM CT Signed: 5/29/2014 11:46:57 AM CT</p>
<p>Comptroller comptrollersignature@milwcnty.com Comptroller Milwaukee County Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by: <i>Comptroller</i> F7354A95DB0643E...</p> <p>Using IP Address: 204.194.251.5</p>	<p>Sent: 5/29/2014 11:46:59 AM CT Viewed: 5/30/2014 9:59:39 AM CT Signed: 5/30/2014 10:02:48 AM CT</p>

Signer Events	Signature	Timestamp
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Electronic Record and Signature Disclosure:
Not Offered
ID:

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Notary Events	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	5/29/2014 11:46:59 AM CT
Certified Delivered	Security Checked	5/30/2014 9:59:39 AM CT
Signing Complete	Security Checked	5/30/2014 10:02:48 AM CT
Completed	Security Checked	5/30/2014 10:02:48 AM CT

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Wisconsin Milwaukee County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Milwaukee County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: plee@milwcnty.com

To advise Wisconsin Milwaukee County of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at plee@milwcnty.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Wisconsin Milwaukee County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Milwaukee County

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">• Allow per session cookies• Users accessing the internet behind a Proxy Server must enable HTTP

1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Wisconsin Milwaukee County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Wisconsin Milwaukee County during the course of my relationship with you.

MILWAUKEE COUNTY
Inter-Office Communication

DATE: May 29, 2014

TO: Supervisor Theodore Lipscomb, Chairman, Judiciary, Safety, and General Services Committee

FROM: Amy Pechacek, Director, Department of Risk Management

**SUBJECT: Update on Family Medical Leave Act (FMLA) Administration
(INFORMATIONAL ONLY)**

HISTORY

The Family Medical Leave Act (FMLA) is a federal law that was passed in 1993. The FMLA entitles eligible employees to take job-protected leave for specified family and medical reasons. Eligible employees are allowed up to twelve workweeks of leave in a twelve month period for such things as the birth or adoption of a child, to care for the employee's spouse, child, or parent who has a serious health condition, an employee's own serious health condition that makes them unable to perform the essential functions of their job, or any qualifying exigency arising out of a covered military member on active duty.

BACKGROUND

FML was historically administered in Milwaukee County at the HR Generalist level within multiple County departments. This process was changed in January of 2013 to centralized administration. Driving this change was a desire to move towards a consistent, organizational-wide approach to reduce the liability inherent in using multiple processes and individualized discretion for leave approvals while also protecting the amount of employees' personal health information available to local management. While the administration is now centralized, the leaves are managed manually via mail, fax machines, and tracked by numerical data entry on spreadsheets.

USAGE

Milwaukee County has approximately 4,760 employees. In 2012, there were reportedly 3,800* leaves taken under the FMLA in the County. In 2013, the usage was as follows:

AGING			
Single Block	Intermittent	Denials	Admin Impact
7	14	10	101
BHD			
Single Block	Intermittent	Denials	Admin Impact
101	90	81	852
CHILD SUPPORT			
Single Block	Intermittent	Denials	Admin Impact
9	24	18	242
COMPROLLER			
Single Block	Intermittent	Denials	Admin Impact
3	5	3	34
DA'S OFFICE			
Single Block	Intermittent	Denials	Admin Impact
9	11	5	103
DHHS			
Single Block	Intermittent	Denials	Admin Impact
36	52	36	343
MEDICAL EXAMINER'S OFFICE			
Single Block	Intermittent	Denials	Admin Impact
1	0	0	1
PARKS			
Single Block	Intermittent	Denials	Admin Impact
27	8	10	94
REGISTER OF DEEDS			
Single Block	Intermittent	Denials	Admin Impact
4	3	1	35
CORPORATION COUNSEL			
Single Block	Intermittent	Denials	Admin Impact
0	1	0	7
COUNTY BOARD			
Single Block	Intermittent	Denials	Admin Impact
1	0	0	2
TREASURER'S OFFICE			
Single Block	Intermittent	Denials	Admin Impact
1	0	0	1

DPW			
Single Block	Intermittent	Denials	Admin Impact
36	52	36	472
ZOO			
Single Block	Intermittent	Denials	Admin Impact
7	3	5	35
COURTS			
Single Block	Intermittent	Denials	Admin Impact
30	35	33	291
DAS			
Single Block	Intermittent	Denials	Admin Impact
10	8	7	54
PRB			
Single Block	Intermittent	Denials	Admin Impact
1	0	0	1
SHERIFFS / HOC			
Single Block	Intermittent	Denials	Admin Impact
209	179	96	1,534
TOTALS			
Single Block	Intermittent	Denials	Admin Impact
492	485	341	4,202
TOTAL LEAVES REQUESTED: 1,318			

The number of hours claimed under FMLA and the associated financials for each respective year are as follows:

2012: Hours - 147,196
Dollars: \$2,709,937.70

2013: Hours - 139,386
Dollars: \$2,511,941.74

COMPLIANCE AGREEMENT

The document provided as a supplement to this report is a Compliance Agreement drafted by the Department of Labor that the federal government required Milwaukee County to enter into as a result of several founded complaints filed against the County for improper FMLA administration prior to 2014. The agreement went into effect May 9th, 2014.

Risk Management shares the Department of Labor's concern with our current leave management and administration process and we are actively working towards process improvements. To this end, a cross-functional and multi-departmental workgroup was assembled to explore the best long-term solutions to this issue. Representatives from Risk Management, Human Resources, the Comptroller's Office, IMSD, and Corporation Counsel are performing a compliance and cost-benefit analysis of process improvement techniques such as implementing technology solutions, contracting out for services, and decentralizing. A group recommendation is targeted for August and will be communicated to stakeholders with solicitations for feedback. The recommendations by the workgroup will then be presented to the Board as an update.

**UNITED STATES DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION**

IN THE MATTER OF:

Milwaukee County

COMPLIANCE AGREEMENT

The parties to this Agreement, the U.S. Department of Labor, Wage & Hour Division (hereinafter DOL) and Milwaukee County hereby agree as follows:

1. DOL alleges Milwaukee County has failed to comply with the provisions of the Family Medical Leave Act (29 USC §§ 2601 *et seq.*) (hereinafter "FMLA") and said failure was confirmed by Wage-Hour investigation of individual employee claims. The claims of the individual employees have been addressed separately from this agreement.
2. This settlement agreement is entered into in order to resolve the parts of this matter dealing with the failure by Milwaukee County thus far to achieve compliance with FMLA due to inherent systemic violations which the DOL believes have been caused by the current manner in which Milwaukee County administers FMLA leave.
3. Milwaukee County has been at all relevant times a public agency, as defined in section 3(x) of the Fair Labor Standards Act, 29 U.S.C. 203(x), and has been at all relevant times an employer within the meaning of FMLA.
4. Milwaukee County states that it is currently in compliance with all applicable provisions of the FMLA and will comply therewith in the future.
5. Milwaukee County will provide employees with a Notice of Eligibility and a Notice of Rights and Responsibilities as set forth in 29 CFR § 825.300(b) and 29 CFR § 825.300(c) within 5 business days of Milwaukee County receiving notification by the employee or employee's family member of a serious medical condition that could qualify for FMLA leave (e.g. such as an employee calling in to notify the County that he/she or a family member is ill, injured, or at a hospital or other medical facility receiving care or has a medical appointment scheduled for treatment of a chronic serious health condition or pregnancy of the employee). Milwaukee County agrees to use forms and notices that comply with the specifications of 29 CFR Part 825.
6. Milwaukee County will follow the requirements for certification set forth in 29 CFR § 825.305 through .310. Milwaukee County may require that a request for FMLA leave be supported by a certification issued by the health care provider of the eligible employee or of the son, daughter, spouse, or parent of the employee. Employees shall provide to Milwaukee County, in a timely manner, a copy of such certification. If an employee exceeds the

duration and frequency of leave indicated on said certification, Milwaukee County agrees to request a recertification if it wishes to challenge the additional leave used.

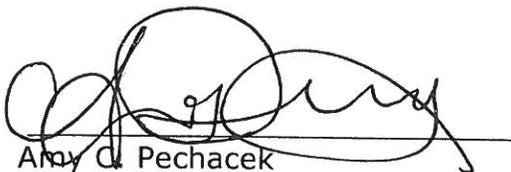
7. Milwaukee County is responsible in all circumstances for designating leave as FMLA-qualifying, and for giving notice of the designation to the employee as provided in 29 CFR §825.300(d). When Milwaukee County has enough information to determine the leave is being taken for a FMLA-qualifying reason (e.g. after receiving a complete and sufficient certification) Milwaukee County must notify the employee whether the leave will be designated and counted as FMLA leave within five business days absent extenuating circumstances.

8. Milwaukee County will assure that its payroll and time records are updated in a timely fashion to reflect approved FMLA leave. Additionally, the appropriate staff from each employee's department will be notified at the time leave is approved as FMLA qualifying.

9. Milwaukee County will responsively answer questions from employees in regard to their rights and responsibilities under the FMLA. Beginning May 9, 2014 through October 9, 2014 Milwaukee County will keep a log showing names of employees, dates, specific times, and methods (e.g. phone calls, emails, in person, facsimiles) by which the employees contacted Milwaukee County with such questions and dates, specific times, methods, and names of responding county representatives by which Milwaukee County responded to those questions. At the end of this six month period, Milwaukee County will evaluate the effectiveness of the log in maintaining compliance with FMLA and will either continue the practice if it had proved valuable and appears to still be a vital component to sustain said compliance or will suspend the log if deemed unnecessary or ineffectual. If Milwaukee County determines the log was not a valuable tool, but compliance with FMLA is elusive or still needs to be supported, Milwaukee County will implement a different tool to aid in compliance.

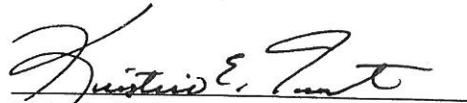
Effective upon signatures of the undersigned.

For Milwaukee County:



Amy C. Pechacek
Director, Risk Management
Milwaukee County
901 N 9th St, Room 302
Milwaukee, WI 53233
(414) 278-4332
(414) 223-1863(fax)
Amy.Pechacek@milwaukeecountywi.gov

For the Department of Labor:



Kristin E. Tout
Assistant District Director
United States Department of Labor
Wage Hour Division
331 2nd Avenue South, Suite 920
Minneapolis, MN 55401
(612) 344 0252(phone and fax)
Tout.Kristin@dol.gov

County of Milwaukee
Inter-Office Communication

Date: May 30, 2014

To: Theodore Lipscomb, Sr. Chair, Judiciary, Safety, & General Services Committee

From: John Barrett, Clerk of Circuit Court / Register in Probate

Subject: Foreclosure mediation project extension, calendar year 2014

The Milwaukee County Clerk of Circuit Court's Office is requesting the extension of the partnership with our department, the Wisconsin Department of Justice, and the Metro Milwaukee Mediation Services, Inc. to extend the foreclosure mediation project through December 2014.

This successful program works to create an effective foreclosure intervention strategy to keep families in their homes that otherwise would have been displaced by foreclosure. Since 2009, 85% of families assisted have been within Milwaukee County. In addition, services have been expanded to bring foreclosure mediation services to regional centers in the State of Wisconsin with significant concentrations of foreclosure filings not previously been served.

I am respectfully requesting that your committee support this program extension at your June regular meeting.

Signed,

John Barrett
Clerk of Circuit Court / Register in Probate

/dpe

C: Willie Johnson, Jr., Co-Chair, Finance, Personnel, & Audit Committee
David Cullen, Co-Chair, Finance, Personnel, & Audit Committee
Jeffrey A. Kremers, Chief Judge
Debra Tuttle, Program Director, Metro Milwaukee Mediation Services, Inc.
James J. Smith, Chief Deputy, Milwaukee County Clerk of Circuit Court
Sarah A. Gunn, Senior Administrator, Milwaukee County Clerk of Circuit Court



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

DBE Participation Recommendation - Professional Services

County Contract/Project Manager: _____ David P. Ehlinger _____ Date: 5/30/2014 _____

Building: _____ Courthouse _____ Room No.: _____ 104 _____ Phone: _____ 414-278-4635 _____

Fund: _____ 0001 _____ Agency: _____ 200 _____ Org No. _____ 2806 _____ Project No.: _____

Project Name: _____ Foreclosure mediation _____

Work/Project Description (Scope):

Legal services to perform mediation between lending institutions and homeowners in an attempt to keep homeowners in their homes and prevent foreclosures.

Government Funding (State, Federal)? Yes _____ 100% No _____ If Yes, Type/Dept. Federal passed through Wisc DOJ
□

Is Project/Contract: New ___ Existing X Amendment _____ Continuing _____ Extension X Non-Profit Yes
(If Non-profit, please provide confirmation of Non-Profit Agency) Articles of Incorporation received and reviewed.

_____ Estimated Amount _____	_____ Recommended DBE Participation (*) _____
\$ _____ 169,828 _____	_____ Zero _____ %

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

8111	561110	Legal Services
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RFP will be used (Yes/No) ___ No ___ Advertising Date: _____ n/a _____ Proposal Due Date: _____

County Board Approval _____ County Board Committee: _____ Finance, Personnel & 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.

Mediation services between financial institutions and homeowners to keep home owners in their homes.

John Barrett, Clerk of Circuit Courts
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: _____

COMMUNITY BUSINESS DEVELOPMENT PARTNERS

DBE AVAILABILITY VERIFICATION BY SIC-NAICS CODE FOR CONSULTANT/SERVICE PROVIDERS

Department Contract Administrator: _____ Date: _____

Project No.: _____ Project Name: _____

Contract Scope of Services: _____

Contracting Opportunities
 [Check all that apply – Please add if not listed]

*	SIC CODE	NAICS CODE	DESCRIPTION	# of DBEs Available (CBDP use)
	8721	541211	Accounting - Certified Public Accountant Services	
	8721	541219	Accounting Services/Other	
	8721	541211	Accounting, Auditing and Bookkeeping	
	8741	541611	Administrative Management and General	
	7311	541810	Advertising Agencies	
	5999	448190	All Other Miscellaneous Store Retailers	
	8712	541310	Architectural Services	
	7532	811121	Automotive Body, Paint and Interior Repair	
	7349	561720	Building Cleaning and Maintenance Service/Janitorial Services	
	8748	541618	Business Consulting Services, NEC	
	8742	541611	Business Management Consulting Services	
	7217	561740	Carpet and Upholstery Cleaning Service	
	5169	422690	Chemicals and Allied Products NEC	
	8322	624110	Child and Youth Services	
	6411	524291	Claims Adjusting	
		561440	Collection Services	
	7336	541430	Commercial Art and Graphic Design / Graphic Design Services	
	5046	421440	Commercial Equipment / Other Commercial Equipment Wholesalers	
	7379	443120	Computer and Software Stores	
	7376	541513	Computer Facilities Management Services	
	7374	561410	Computer Process/Data Preparation and Processing	
	7373	541512	Computer Systems Design Services	
	7371	541511	Custom Computer Programming Services	
	5451	445299	Dairy Products	
	7381	561612	Detective, Guard, Armored Car Services	
	7331	541860	Direct Mail Advertising Services	
	5963	454390	Direct Selling Establishments	
	7338	514210	Document Editing Services	
		541340	Drafting Services	
	5813	722410	Drinking Places Alcoholic Beverages	
	5812	722213	Eating Places	
	8732	541910	Educational Research Commercial	
	7363	561320	Employment Agency/Temporary Help	
	8711	541330	Engineering Services	

		541620	Environmental Services	
7359		532490	Equipment Rental and Leasing, NEC	
8744		561210	Facilities Support Services	
5992		453110	Florist	
5812		722110	Full Service Restaurants	
5021		442110	Furniture and Home Furnishings	
7389		541360	Geophysical Surveying & Mapping Service	
3231		327215	Glass Products made of Purchased Glass, Mirror - Manufacturing	
7336		541430	Graphic Design Services	
8099		621999	Health and Allied Services, NEC	
5023		442210	Home Furnishings	
8082		621610	Home Health Care Services	
8322		624190	Individual and Family Social Services	
8711		541420	Industrial Design Services	
6411		524210	Insurance Agents, Brokers and Service	
		541410	Interior Designs Services	
6411		561611	Investigation Services	
6282		523930	Investment Advice	
6211		523110	Investment Banking and Securities Dealings	
0781		541320	Landscape Architectural Services	
0781		541320	Landscape Counseling and Planning	
8111		561110	Legal Services	
4119		485999	Local Passenger Transportation, NEC	
8742		541611	Management Consulting Services	
8741		233320	Management Services, Construction Management	
3999		339999	Manufacturing Industries, NEC	
8748		541613	Marketing Consulting Services	
5047		446199	Medical, Dental, and Hospital Equipment	
5999		453998	Misc. Retail Stores, NEC	
5699		453998	Miscellaneous Apparel & Accessory Stores	
7812		512110	Motion Picture Production and Allied Services	
3714		336399	Motor Vehicle Parts and Accessories	
5013		441310	Motor Vehicle Supplies and New parts	
7549		488410	Motor Vehicle Towing	
2711		511110	Newspapers, Publishing & Printing	
8742		541110	Office Administrative Services	
5112		453210	Office Supplies and Stationery Stores	
7379		514191	On-Line Information Services	
8748		541618	Other Management Consulting Services	
8399		813319	Other Social Advocacy Organizations	
5172		424720	Petroleum and Petroleum Products	
		541922	Photographic Services	
5049		453210	Professional Equipment and Supplies, NEC	
8743		541820	Public Relations Agencies	
4812		413330	Radio Telephone Communications	
5461		722211	Retail Bakeries	
6211		523120	Security Brokers and Dealers	
7381		561612	Security Guards and Patrol Services	
7382		561621	Security Systems Services	
7251		812990	Shoe Repair Shops and Shoeshine parlors	
4119		485991	Special Needs Transportation	



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

DBE Participation Recommendation - Professional Services

County Contract/Project Manager: _____ David P. Ehlinger _____ Date: 5/30/2014 _____
Building: _____ Courthouse _____ Room No.: _____ 104 _____ Phone: _____ 414-278-4635 _____
Fund: _____ 0001 _____ Agency: _____ 200 _____ Org No. _____ 2806 _____ Project No.: _____
Project Name: _____ Foreclosure mediation _____

Work/Project Description (Scope):

Legal services to perform mediation between lending institutions and homeowners in an attempt to keep homeowners in their homes and prevent foreclosures.

Government Funding (State, Federal)? Yes _____ 100% No _____ If Yes, Type/Dept. Federal passed through Wisc DOJ
[]

Is Project/Contract: New _____ Existing X Amendment _____ Continuing _____ Extension X Non-Profit Yes
(If Non-profit, please provide confirmation of Non-Profit Agency) Articles of Incorporation received and reviewed.

Estimated Amount Recommended DBE Participation (*)
\$ 169,828 Zero _____ %

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

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

RFP will be used (Yes/No) _____ No _____ Advertising Date: _____ n/a _____ Proposal Due Date: _____

County Board Approval _____ County Board Committee: _____ Finance, Personnel & 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.

Mediation services between financial institutions and homeowners to keep home owners in their homes.

John Barrett, Clerk of Circuit Courts
Department/Division Administrator

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

Concur with Recommendation: _____ X _____, or provide the following goal: _____ 0 _____ %

The contract is exempt from the DBE goal: Yes _____ X _____ No _____

Approved: _____ [Signature] _____ Date: _____ 6/2/2014 _____

COMMUNITY BUSINESS DEVELOPMENT PARTNERS

DBE AVAILABILITY VERIFICATION BY SIC-NAICS CODE FOR CONSULTANT/SERVICE PROVIDERS

Department Contract Administrator: _____ Date: _____

Project No.: _____ Project Name: _____

Contract Scope of Services: _____

Contracting Opportunities
[Check all that apply – Please add if not listed]

*	SIC CODE	NAICS CODE	DESCRIPTION	# of DBEs Available (CBDP use)
	8721	541211	Accounting - Certified Public Accountant Services	
	8721	541219	Accounting Services/Other	
	8721	541211	Accounting, Auditing and Bookkeeping	
	8741	541611	Administrative Management and General	
	7311	541810	Advertising Agencies	
	5999	448190	All Other Miscellaneous Store Retailers	
	8712	541310	Architectural Services	
	7532	811121	Automotive Body, Paint and Interior Repair	
	7349	561720	Building Cleaning and Maintenance Service/Janitorial Services	
	8748	541618	Business Consulting Services, NEC	
	8742	541611	Business Management Consulting Services	
	7217	561740	Carpet and Upholstery Cleaning Service	
	5169	422690	Chemicals and Allied Products NEC	
	8322	624110	Child and Youth Services	
	6411	524291	Claims Adjusting	
		561440	Collection Services	
	7336	541430	Commercial Art and Graphic Design / Graphic Design Services	
	5046	421440	Commercial Equipment / Other Commercial Equipment Wholesalers	
	7379	443120	Computer and Software Stores	
	7376	541513	Computer Facilities Management Services	
	7374	561410	Computer Process/Data Preparation and Processing	
	7373	541512	Computer Systems Design Services	
	7371	541511	Custom Computer Programming Services	
	5451	445299	Dairy Products	
	7381	561612	Detective, Guard, Armored Car Services	
	7331	541860	Direct Mail Advertising Services	
	5963	454390	Direct Selling Establishments	
	7338	514210	Document Editing Services	
		541340	Drafting Services	
	5813	722410	Drinking Places Alcoholic Beverages	
	5812	722213	Eating Places	
	8732	541910	Educational Research Commercial	
	7363	561320	Employment Agency/Temporary Help	
	8711	541330	Engineering Services	

	541620	Environmental Services	
7359	532490	Equipment Rental and Leasing, NEC	
8744	561210	Facilities Support Services	
5992	453110	Florist	
5812	722110	Full Service Restaurants	
5021	442110	Furniture and Home Furnishings	
7389	541360	Geophysical Surveying & Mapping Service	
3231	327215	Glass Products made of Purchased Glass, Mirror - Manufacturing	
7336	541430	Graphic Design Services	
8099	621999	Health and Allied Services, NEC	
5023	442210	Home Furnishings	
8082	621610	Home Health Care Services	
8322	624190	Individual and Family Social Services	
8711	541420	Industrial Design Services	
6411	524210	Insurance Agents, Brokers and Service	
	541410	Interior Designs Services	
6411	561611	Investigation Services	
6282	523930	Investment Advice	
6211	523110	Investment Banking and Securities Dealings	
0781	541320	Landscape Architectural Services	
0781	541320	Landscape Counseling and Planning	
8111	561110	Legal Services	
4119	485999	Local Passenger Transportation, NEC	
8742	541611	Management Consulting Services	
8741	233320	Management Services, Construction Management	
3999	339999	Manufacturing Industries, NEC	
8748	541613	Marketing Consulting Services	
5047	446199	Medical, Dental, and Hospital Equipment	
5999	453998	Misc. Retail Stores, NEC	
5699	453998	Miscellaneous Apparel & Accessory Stores	
7812	512110	Motion Picture Production and Allied Services	
3714	336399	Motor Vehicle Parts and Accessories	
5013	441310	Motor Vehicle Supplies and New parts	
7549	488410	Motor Vehicle Towing	
2711	511110	Newspapers, Publishing & Printing	
8742	541110	Office Administrative Services	
5112	453210	Office Supplies and Stationery Stores	
7379	514191	On-Line Information Services	
8748	541618	Other Management Consulting Services	
8399	813319	Other Social Advocacy Organizations	
5172	424720	Petroleum and Petroleum Products	
	541922	Photographic Services	
5049	453210	Professional Equipment and Supplies, NEC	
8743	541820	Public Relations Agencies	
4812	413330	Radio Telephone Communications	
5461	722211	Retail Bakeries	
6211	523120	Security Brokers and Dealers	
7381	561612	Security Guards and Patrol Services	
7382	561621	Security Systems Services	
7251	812990	Shoe Repair Shops and Shoeshine parlors	
4119	485991	Special Needs Transportation	



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: Combined Courts Operations

Department Contact Person & Phone Number:

David P. Ehlinger, CPA 414-278-4635

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

Metro Milwaukee Foreclosure Mediation Services, Inc. (Vendor 72125)

Mediation services between financial institutions and banks attempting to prevent foreclosures and allow the homeowner to remain in their home.

Contract Amount and Term: \$169,828 (calendar year 2014)

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

This is an extension of a Memorandum of Understanding between Milwaukee County and the Wisconsin Department of Justice.

The vendor listed above began performing the work for the County in March 2012.

Request for additional information:

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

This is a Wisconsin non-stock corporation that believes their activities qualify for 501(c) tax exempt status. The corporation is managed by females.

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

This is a female managed business.

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

No, this is for 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.



COMMUNITY BUSINESS DEVELOPMENT PARTNERS
MILWAUKEE COUNTY

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Ruth Nam 6/2/2014

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CONTRACT FOR SERVICES
Between

MILWAUKEE COUNTY, by the CLERK OF CIRCUIT COURTS

AND

METRO MILWAUKEE MEDIATION SERVICES INC

THIS CONTRACT is entered into this ____ day of February 2012 by and between Milwaukee County, a Wisconsin Municipal Corporation, by the Clerk of Circuit Court, 901 North 9th Street, Milwaukee, WI 53209, hereinafter designated as "County" and the Metro Milwaukee Mediation Services Inc., a Wisconsin non-profit Corporation, designated as "Contractor."

Contact Person: Debra Tuttle, Executive Director, Metro Milwaukee Mediation Services Inc.
Telephone: 262-613-1627
Email Address: Debra@MediateMilwaukee.com
Federal ID No.: 45-4194546

RECITALS

WHEREAS, on February ____, 2012, the Wisconsin Department of Justice awarded to Milwaukee County a grant in the amount of not less than \$165,000 but not to exceed \$205,000 for the purpose of providing foreclosure mediation services during the period beginning March 1, 2012 and ending when grant funds are exhausted, estimated at this time to be December 31, 2012, all as reflected in the Memorandum of Agreement of the same date. The final amount will be based upon the amount of funds returned by Marquette University to DOJ by April 30, 2012.

WHEREAS, on February 2, 2012, the Milwaukee County Board of Supervisors adopted a Resolution (File No. 12-89) which authorized the Clerk of Courts to receive not more than \$205,000 in funding from the Wisconsin Department of Justice (DOJ) pursuant to a Stipulated Judgment obtained in a legal action against Countrywide Financial Corporation, and to execute a professional service contract with Metro Milwaukee Mediation Services, Inc. for expenditure of these funds within the existing Milwaukee Foreclosure Mediation Program formerly run by Marquette University, beginning upon receipt of funds in February, 2012 and continuing until funds are depleted, December 31, 2012, or later.

WHEREAS, Contractor has substantial skills and experience in foreclosure mediation and employs the four core staff that formerly operated the Milwaukee Foreclosure Mediation Program, from July 2009 through February, 2012 under administration by Marquette University.

NOW, THEREFORE, the parties do mutually agree as follows:

1. SCOPE OF SERVICES

a. Contractor shall supply foreclosure mediation services to residents of Milwaukee and Waukesha Counties as described in the Program Fact Sheet as indicated on Attachment A.

b. Contractor shall provide resources, information and periodic training in foreclosure mediation to programs providing such services throughout the State of Wisconsin.

2. PAYMENT

a. Milwaukee County agrees to pay to the Contractor an amount equal to that amount it receives under a grant with the DOJ, as reflected in the Memorandum of Agreement dated _____, the exclusive source of funds for this Contract. This amount is now estimated to be not less than \$165,00 and will not to exceed \$205,000 annually. Payment for services under this Contract will be made based on quarterly invoices delivered to:

Deborah Bachun
Fiscal & Operations Director
Clerk of Circuit Court
Administrative Services
Courthouse, Room 104-I
901 N. 9th Street
Milwaukee, WI 53209
Phone: 414-278-4635
Fax: 414-223-1260

b. Contractor is required to submit the final invoice for payment within fifteen (15) days of the contract termination date.

c. 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 where the Contractor fails to deliver the contracted services in accordance with the terms of this Contract, or any relevant Milwaukee County Clerk of Circuit Court Policies and Procedures, including non-payment of employees and/or subcontractors providing services under this Contract.

3. STAFFING AND DELIVERY OF SERVICES

a. Contractor shall provide all personnel required to perform the services under this contract. Such personnel shall not be employees of, nor have any other contractual relationships with, the County. Any replacement of personnel listed in Contractor's Program Fact Sheet shall be by persons of like qualifications. Contractor shall not replace named personnel without prior written approval of County.

b. Except as provided herein, Contractor shall determine the methods, procedures, and personnel policies to be implemented in initiating and furnishing services under this Contract. Contractor shall comply with all Federal, State and local laws and regulations governing its activities and shall maintain in good standing all licenses, permits, and certifications relating to the services it renders.

c. Contractor shall cooperate fully in all utilization and quality assurance reviews, complaint/grievance investigation procedures, and submit in a timely manner (if required) corrective action plans, or any other requests for additional information by County.

d. Contractor may charge the program participants a fee for program services the amount and due date of which shall be determined exclusively by Contractor.

4. EQUIPMENT AND PROPERTY

a. Transferred Property. The equipment and personal property listed in Attachment B was purchased by funds provided by the Department of Justice under a grant Marquette University to support MFMP operations. County and Contractor acknowledge that ownership of this property is vested exclusively in Contractor.

b. Loaned Property. Any furniture, fixtures or equipment provided to Contractor to use for the purposes of delivering foreclosure mediation services remains the sole property of the County, and in its discretion, County may require such property to be returned to County upon termination of this Contract. The use of County property shall be limited to the provision of services under this Contract. Contractor assumes all risk of loss and damage to Property and agrees that the Property will be returned to County in as good condition as when issued to the Contractor, normal wear and tear excepted. A listing of such Property is attached in "Attachment C."

c. The Contractor and County agree that all programs, tables, manuscripts, databases, electronic or paper correspondence, emails, or any other products developed during the term of the Contract remain the property of the Contractor.

5. AUDIT AND INSPECTION OF RECORDS

All records of the Contractor covering this contract shall be available for audit by the Milwaukee County Auditing Department and/or the Secretary or Comptroller General of the United States until four (4) years have expired after the services have been furnished.

In accordance with Chapter 56.30 of the General Ordinances of Milwaukee County, the following provisions shall apply:

a. The Contractor shall permit the authorized representative of the County Auditor, after reasonable notice, the right to inspect and audit all data and records of the Contractor related to carryout out the Contract for a period of four (4) years after completion of this Contract, subject, however to the overriding confidentiality with respect to communications made during mediation.

b. The Contractor shall obtain prior Milwaukee County approval for all sub-contracts to be used in performing its contractual arrangements.

c. The Contractor shall enter into a written contractual agreement with its County approved sub-contractors which binds them to the same audit contract terms and conditions of the prime Contractor.

6. PROVISIONS FOR DATA INFORMATION SYSTEMS COMPLIANCE

Contractor will comply with 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" as found at <http://county.milwaukee.gov/RightContent7912.htm>.

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

a. No eligible Participant shall be unlawfully denied services or be subjected to discrimination because of age, race, religion, color, national origin, sex, sexual orientation,

location, physical disability, or developmental disability as defined in s. 51.01(5) Wisconsin Statutes.

b. Contractor agrees not to unlawfully discriminate against any employee or applicant for employment because of age, race, religion, color, national origin, sex, sexual orientation, location, physical disability, or developmental disability as defined in s. 51.01(5) Wisconsin Statutes.

c. Contract agrees to comply with the provisions of Section 56.17 County General Ordinance regarding non-discriminatory contracts, which is attached hereto and incorporated by reference as though set forth fully herein.

d. 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 (online at: <http://dhfs.wisconsin.gov/civilrights/Index.HTM>)

e. Contractor agrees that it will comply with the requirements for contractors with fewer than 25 employees which require a Letter of Assurance as described at the website above.

8. INDEMNITY

Contractor agrees to the fullest extent permitted by law to indemnify, defend and hold harmless, the County, its agents, officers and employees, from and against all loss or expense, including the costs and attorney's fees by reason of liability for damages, including suits at law or equity, including claims involving discrimination or civil rights violations, caused by any wrongful, intentional, or negligent act or omission of the Contractor, their agents, which may arise out of the or are connected with the activities covered by this Contract.

9. INSURANCE

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 various liabilities arising from employees or agents. Such evidence shall include insurance coverage for Workers' Compensation claims as required by the State of Wisconsin, Commercial General Liability and/or Business Owner's Liability, and Professional Liability in the minimum amounts listed below.

Type of Coverage

Minimum Limit

Wisconsin Worker's Compensation

Statutory(waiver of Subrogation)

Employers' Liability

\$100,000/\$500,000/\$100,000

Commercial General

Bodily Injury & Property Damage

\$1,000,000 per Occurrence

(Incl. Personal Injury, Fire, Legal Contractual
Contractual & products/completed operations

\$1,000,000 General Aggregate
(Milwaukee County as additional
insured)

Professional Liability

\$1,000,000 per occurrence
\$2,000,000 Annual Aggregate

AHK 2/24/12
JJS
OK
JJS
OK

Contractor shall furnish County annually on or before the date of renewal, evidence of a Certificate indicating the above coverages with the Milwaukee County Clerk of Circuit Court names as the "Certificate Holder," as noted below:

CERTIFICATE HOLDER
Milwaukee County Clerk of Circuit Court
Fiscal & Operations Director
Administrative Services
Courthouse, Room 104-1
901 N. 9th Street
Milwaukee, WI 53209

It is agreed that on Claims-Made policies, either the Contractor or the County may invoke the tail option on behalf of the other party. All coverages shall be placed with an insurance company approved by the state of Wisconsin and rated "A" per Best's Key Rating Guide. Any deviations, including use of purchasing groups, risk retention groups, or requests for waiver from the above requirements shall be submitted to the Milwaukee County Risk Manager for approval prior to the commencement of activities under this Contract:

Milwaukee County Risk Manager
Milwaukee County Courthouse - Room 302
901 North 9th Street
Milwaukee, WI 53233

10. TERMINATION BY COUNTY OR CONTRACTOR

a. It is understood that the ability of Milwaukee County to contract for these services is dependent upon the receipt of funds from the Department of Justice. County, therefore, reserves the unilateral right to terminate participation in such services upon thirty (30) days written notice when (1) it appears that the funds provided through grants

for such purpose will be exhausted or terminated, or (2) failure of Contractor to fulfill its obligations under this Contract.

b. Failure to maintain in good standing requires licenses, permits and/or certifications may, at the option of the County, result in immediate termination of this Contract.

c. Failure on the part of the Contractor to provide deliverables (reports, supporting documents, etc) as required under this contract may result in suspension of payment until cured by Contractor.

d. Contractor may terminate this Contract upon thirty (30) days written notice to the County where the County fails to fulfill its obligations under this Contract.

e. Contractor shall notify County, in writing, whenever it is unable to provide the required quality or quantity of service or key personnel in the Fact Sheet 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.

f. In the event of any Termination, the parties are to provide notices in accordance with the Section of this Contract entitled "Notices."

11. 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, failure to comply or 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; or any other breach of this Contract.

Department action debarring Contractors from future contractual relationships with the County extends to all owners, officers, board members, or stockholders of Contractor and to all organizations, regardless of the legal form of business, in which Contractor or any of the above individuals have any interest, as an employer, 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 the commencement date of the termination or debarment.

12. CERTIFICATION REGARDING DEBARMENT

Contractor certifies that to the best of its knowledge and belief, that Contractor's Business Entity, its Principals, including all owners, partners, 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 covered transaction by any federal, state, county or local governmental department or agency;

b. Have not within a three-year period preceding this Contract 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 contract 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.

c. 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 Section 12(b) above;

d. Has not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

13. CONTRACTOR COMPLAINTS/APPEALS/GRIEVANCE

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

14. INDEPENDENT CONTRACTOR

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

15. REQUIRED DISCLOSURES, PROHIBITED PRACTICES AND CONFLICT OF INTEREST

a. During the period of the Contract, Contractor shall not hire, retain, or utilize for compensation any member, officer or employee of the Milwaukee County Clerk of Circuit Court representing County or any person who, to the knowledge of Contractor, has a conflict of interest, unless approved in writing by the Clerk of Circuit Court.

b. Contractor attests that it is familiar with Milwaukee County's Code of Ethics, Chapter 9 of the Milwaukee County Code of General Ordinances, which covers candidates for County office, elected and appointed officers, and employees of the County, as well as members of County boards and commissions, and which states in part, "No employee shall offer or give to any public official or employee, directly or indirectly, an no public official or employee shall solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be given 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 the public official or employee.

c. Said Chapter further states, "No person(s) with a personal financial interest in the approval or denial of a contract or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval when a contract or proposal is submitted directly to a county department or to an agency funded or regulated by such county department until the contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval."

d. Contractor is prohibited from offering other contractors/vendors reciprocal compensation for referrals for services.

e. Contractor shall notify County, in writing, within 30 days of the date payment was due of any past due liabilities to the federal government, state government, or their agents for income tax withholding, FICA or any other payroll taxes, Workers' Compensation, garnishments or other employee related liabilities, sales tax, income tax or other monies owned. The written notice shall include the amount(s) owed, the reason the monies are owned, the due date, the amount of any penalties or interest (known or estimated), the unit of government to which the monies are owed, the expected payment date and other related information.

f. Contractor shall notify County, in writing, within 30 days of the date payment was due of any past due liabilities to any government entity in excess of \$5,000, or when the total past due liabilities exceed \$10,000, related to the operation of this Contract for which County has or will reimburse Contractor. The written notice shall include the amounts owed, the reason the monies are owed, the due date, the amount of any penalties

or interest (known or estimated), the creditor to which the monies are owed, the expected payment date and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and information on steps being taken by Contractor to resolve the dispute.

16. NOTICES

Notice to the County provided for in this Contract shall be sufficient if sent by United States mail, postage prepaid USPS or other Courier or email with acknowledgment by the recipient unless otherwise agreed to by the parties. Notices to Contractor shall be sufficient if sent by United States mail, postage prepaid USPS or other Courier or email with acknowledgment by the recipient to the respective addresses or email address provided to the other party. Any party changing its address shall notify the other party in writing within five (5) business days.

17. CONTRACT CONSTRUCTION

This Contract shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This Contract constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. Contractor acknowledges and agreed that it will perform its obligations hereunder in compliance with all applicable state, local or federal rules, laws, regulations and ordinances. This Agreement supersedes all commitments 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. If any provisions of this Contract are waived by County the remaining provisions of the Contract shall remain in effect. If any provisions of this Contract shall be held to be invalid, illegal, unenforceable or in conflict with the law of the jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(Signatures appear on next page)

18. AUTHORIZAITON AND APPROVAL

County enters into this Contract as authorized by the Milwaukee County Board of Supervisors Resolution File No. 12-89 adopted on February 2, 2012. Contractor enters into this Contract pursuant to and by authority of its Board of Directors at its meeting of February _____, 2012.

IN WITNESS WHEREOF, the parties to this Contract have caused this instrument to be executed by their respective officers, and an amount not to exceed \$175,000 by County to Contractor for the purposes identified therein.

Signatures must be in BLACK or BLUE ink only.

FOR MILWAUKEE COUNTY:

FOR CONTRACTOR:

Metro Milwaukee Mediation Services Inc

James J. Smith 2/22/12
John Barrett, Clerk of Circuit Court - Date

Debra Tuttle 2-22-2012
(Signature) Date

APPROVED
FOR
EXECUTION

Debra Tuttle
(Please print name of person signing)

CORPORATION COUNSEL

Approved as to Form and Independent Contractor Status by Corporation Counsel

Reviewed by County's Risk Manager:

[Signature] 2/22/12
By Corporation Counsel Date
Jeaneen Dehring

[Signature] 2/24/12
Risk Manager Date

Approved with regards County Ordinance Chapter 42

[Signature] 3.5.2012
By Date

Program Fact Sheet - Attachment "A"

Metro Milwaukee Foreclosure Mediation Program

Metro Milwaukee Mediation Services, Inc.,(MMMS) will manage a residential mortgage foreclosure mediation program to assist with the resolution of owner-occupied residential foreclosure cases filed in Milwaukee and Waukesha County Circuit Court. The Metro Milwaukee Foreclosure Mediation Program (the Program) will provide mediation services upon request by lenders or homeowners in owner-occupied dwellings of no more than 4 units who are parties to a foreclosure action in Milwaukee or Waukesha Circuit Court.

1. MMMS provides:
 - a. Trained qualified attorney mediators, including a Chief Mediator
 - b. Telephone number and website
 - c. Administrative coordination
 - d. Mediator Recruiting, Screening, Training, Supervision, and Support
 - e. Supervision of Volunteer Law Students
 - f. Necessary Equipment and office supplies
2. MMMS will hire, train, and manage all program staff including an attorney-mediator, a Director of Operations, and additional support staff subject to the availability of funding.
3. Develop Program outcome measures in coordination with collaborating agencies and the Milwaukee County Circuit Clerk of Courts and the Department of Justice.
4. Coordinate Program including:
 - a. Securing the time and place for mediations and assigning mediators;
 - b. providing homeowners a referral to a housing counseling agency;
 - c. confirming all details with the parties and assigned mediator;
 - d. ensuring the mediation is conducted in accordance with accepted professional mediation standards; and
 - e. preparing a report for the court regarding the outcome of the mediation and facilitating communications with the Court.
5. Recruit, train and maintain a network of trained mediators for assignment to Program-referred cases; provide coordination with other partnering agencies to assist with the successful implementation and management of the Program; provide coordination, training, and support to law students involved in the Program.
6. Administer all Department of Justice Funding, as transferred through the Milwaukee County Circuit Courts, in a fiscally responsible manner and report on funding expenditures and Program revenues.
7. Submit quarterly reports to the Milwaukee County Clerk of Circuit Courts that include Program Outcomes, Number of Applications, and Lender Participation.

Position Descriptions – Attachment “A”

Metro Milwaukee Foreclosure Mediation Program

Executive Director/Chief Mediator- Debra Tuttle

The Chief Mediator will provide and supervise mediation services for the Metro Milwaukee Foreclosure Mediation Program serving Milwaukee and Waukesha County. The Chief Mediator will set policy, provide training and engage in mediation, as well as supervise all mediators and law students engaged in the MMFMP mediation program. The Chief Mediator will work with Board of Directors, and with the guidance of the MMFMP Advisory Committee, to administer the Foreclosure Mediation Program. The Chief Mediator will serve as a liaison between the Mediation Program and appropriate court personnel and will be responsible for overall program success.

Responsibilities:

1. Implement policies and procedures for foreclosure mediation in Milwaukee and Waukesha County in consultation with the MMFMP Director of Operations.
2. Manage a mediation caseload of foreclosure cases to assist parties in developing agreements that enhance neighborhood stability and are mutually beneficial to the participants. Provide foreclosure mediation.
3. Maintain up-to-date roster of qualified attorney mediators to hear additional cases; verify mediators have completed the necessary training or demonstrate the necessary experience to participate in the MMFMP.
4. Review case files and documents to verify cases are appropriate for mediation. Disseminate information regarding the availability of case review services through participating legal services organizations.
5. Assigns mediators and co-mediators to cases.
6. Maintain information and referral processes, so that parties in mediation receive referrals to appropriate community resources, attorney representation, or other resources as needed.
7. Supervise all mediators and student observers. Provide for program orientation and ongoing training of all mediators.
8. Maintain necessary program data and work collaboratively with the Clerk of Circuit Courts office to ease program administration.
9. Oversee all financial aspects of the program, including procuring risk management services, accounting for all revenues and expenditures, quarterly reports, audits or reviews and tax accounting.

10. Procures and maintains all licensing or permissions that are necessary by any governmental unit to engage in foreclosure mediation services.
11. Ensures compliance with employment, wage and hour, and employment regulations governing the employment relationships of all staff.
12. Enforce ethical standards for mediators and employees and review and adopt best practices for the foreclosure mediation activities from other jurisdictions.
13. Oversee public relations of the Corporation and Program.
14. Manage all grants, allocations, and fees. Provide for program sustainability and fiscal responsibility.

Metro Milwaukee Foreclosure Mediation Program
Director of Operations/Lead Mediator – Amy Koltz

The Director of Operations will work with the Chief Mediator/Executive Director to administer and promote the Foreclosure Mediation program. The Director of Operations will serve as a liaison between law students, attorneys, mediators, bar association pro bono programs and nonprofit housing counseling agencies.

Responsibilities:

1. Coordinate the activities of the Metro Milwaukee Foreclosure Mediation Program.
2. Promote the Foreclosure Mediation Program in the community, ensuring key stakeholders including judges, lenders, servicers, housing counseling agencies, and distressed communities are aware of the availability of mediation and the process by which referrals may be made.
3. Recruit Wisconsin licensed attorneys and experienced mediators to participate in the program. Coordinate scheduling of mediation sessions and interaction with all necessary parties.
4. Review and evaluate requests for mediation and match with mediators. Schedule all mediation sessions. Coordinate coverage with Chief Mediator. Provide ongoing case management services, including providing and managing referrals to housing counseling agencies, maintaining case files, and ensuring proper submission of mediation reports and settlement discussions.
5. Process all notices, mailings, and documents associated with the program. Oversee responses to telephone inquiries regarding the program. Maintain any public information, including a website regarding the program.
6. Establish and maintain a continuous quality improvement system for the Program.
7. Measure and report activity and outcomes by grant conditions. Complete administrative reports required by funding entities. Prepare an annual program report.
8. Manage technology to create efficient and effective communication, data storage and data management systems.

Schedule "B" Assets of Metro Milwaukee Mediation Services, Inc.

COMPUTERS/MONITORS	
<i>Quantity</i>	<i>Item Description</i>
1	HP Desktop Computer (AK)
1	HP Monitor (AK)
1	HP Laptop (DT)
1	HP Desktop Computer (MAH)
1	HP Monitor (MAH)
1	HP Laptop (Student)
2	HP Desktop Computer (NS & CH)
2	Monitors (NS & CH)

COMPUTER HARDWARE	
<i>Quantity</i>	<i>Item Description</i>
1	Linksys Wireless-G Broadband Router
1	Cables to Go Network Cable 50FT
1	ASA 5505 Appliance w/ SW (incl peripherals & software)
1	SMARTNET
1	Belkin CAT5 150FT Gray Cable
1	Cables to Go Network Cable 50FT

COMPUTER SOFTWARE	
<i>Quantity</i>	<i>Item Description</i>
10	Practice Master/Tabs-3

OFFICE FURNITURE (CHAIRS)	
<i>Quantity</i>	<i>Item Description</i>
2	Basyx Hi-Back Executive Chair (Gray)
1	Office Max Hi-Back Exec Chair (Gray)
3	Ergonomic Desk Chairs (Gray)

OFFICE SUPPLIES	
<i>Quantity</i>	<i>Item Description</i>

PHONES	
<i>Quantity</i>	<i>Item Description</i>
2	Aastra Analog Phone
2	Aastra Analog Phone

1	Laptop Speaker Phone Attachment (DT)
---	--------------------------------------

PRINTERS/SHREDDER	
<i>Quantity</i>	<i>Item Description</i>
1	HP OfficeJet H470wbt
1	Canon D1170 B/W MF Laser Printer w/ 500-sheet paper tray & warranty
1	Fellowes Shredder

Schedule "C" Personal Property Used by MMMS Inc., owned by Milwaukee County Clerk of Circuit Courts

1. Four work station/desk units
2. lateral file cabinet
3. Four shelf units
4. Polycom speaker phone
5. work table
6. Shared use of conference space

MEMORANDUM OF AGREEMENT

BETWEEN THE WISCONSIN DEPARTMENT OF JUSTICE AND MILWAUKEE COUNTY

I. PURPOSE

This agreement is entered into between the Wisconsin Department of Justice (DOJ) and Milwaukee County, a Wisconsin Municipal Corporation, by the Clerk of Circuit Court, (Milwaukee County) for the purpose of providing financial support to Milwaukee County for costs related to the Metro Milwaukee Foreclosure Mediation Program (MMFMP) for the period beginning March 1, 2012 and ending when grant funds are exhausted, estimated at this time to be December 31, 2012.

This agreement shall become effective only upon a resolution passed by the Milwaukee County Board.

II. FUNDING

In 2009, DOJ secured funding pursuant to a Stipulated Judgment obtained by DOJ in a legal action against Countrywide Financial Corporation. At that time, DOJ allocated \$153,581.00 to Marquette University for the first fiscal year of the MMFMP (June 2009 through June 2010) to provide staffing support for Marquette's costs of participation in the MMFMP and other related foreclosure mediation activities throughout the State of Wisconsin.

In 2010, DOJ allocated an additional \$282,802.00 to Marquette for MMFMP's second fiscal year (June 2010 through June 2011). The funds were used to support one fulltime attorney-mediator and/or additional staffing, as well as to defray costs associated with the expansion of the program, including, but not limited to, office and travel expenses, incurred in working with counties outside Milwaukee to establish mediation programs and train potential mediators.

Under the 2010 MOA, DOJ also set aside funds to be used towards a third fiscal year of MMFMP. DOJ and Marquette entered into a Second Revised and Restated Memorandum of Agreement, under which DOJ allocated to Marquette \$230,000.00 to be used towards a third year of operation of the MMFMP program, from July 1, 2011, through June 30, 2012.

It subsequently became apparent that the existing funding would permit the MMFMP program to continue beyond June 30, 2012. Marquette decided not to continue to sponsor MMFMP beyond June 30, 2012. DOJ, the principals of MMFMP, and MMFMP's Advisory

Committee¹ determined that they would attempt to transition to a new sponsor before June 30, 2012, in order to facilitate a smooth transition of the program. Marquette agreed to cooperate in this effort by providing information regarding administration and conveying program assets as directed by the DOJ.

Under the Second Revised and Restated Memorandum, DOJ has paid to Marquette \$115,000 for the third year of program operation, some of which Marquette has not expended toward MMFMP as of the date of this Agreement. In addition, there are excess funds held by Marquette for prior grant years.

Following Marquette's decision not to extend administration MMFMP beyond June 30, 2012, the Milwaukee County Clerk of Courts determined that it would administer the program. On February 2, 2012, the Milwaukee County Board of Supervisors adopted a Resolution authorizing the Clerk to receive grant funds, and to procure a contractor to operate MMFMP beginning on March 1, 2012. DOJ agrees to pay to the Milwaukee County Clerk of Courts for the purposes of administering MMFMP the amount of \$115,000, which reflects the amount remaining undisbursed under the Second Revised and Restated Memorandum and now held by DOJ. Through an Amendment to the MOU, by February 29, 2012, Marquette will return to DOJ \$50,000 of excess funds, and by April 30, 2012, Marquette will return to DOJ all unexpended funds for all grant periods through February 29, 2012. DOJ will pay all of those amounts to the Clerk of Courts for the purposes of administering MMFMP.

III. ADMINISTRATION OF MMFMP BY MILWAUKEE COUNTY CLERK OF COURTS

Funds paid pursuant to this Agreement shall be used to support one Attorney-Mediator and one full-time Case Manager/Administrator plus administrative support.

If the Milwaukee County Clerk of Courts determines that it is necessary to redirect or transfer funds allocated under this MOA to effectively implement the mediation program, it may use or transfer funds to vendors it chooses so long as those funds are used for expenditures directly related to the Milwaukee Metropolitan Foreclosure Mediation Program.

¹ The Advisory Committee consists of 12-15 individuals and is the successor to the Milwaukee Foreclosure Partnership Initiative, (intervention Sub-Committee) representing a cross section of community interests all committed to work together to formulate and implement policies and programs to address the foreclosure crisis since 2008.

IV. PAYMENT DISTRIBUTION AND REPORTING

Funds provided to Milwaukee County Clerk of Courts shall be distributed on a quarterly basis beginning on March 1, 2012, with such quarterly payments continuing until grant funds are depleted. The Clerk of Courts shall send invoices prior to each quarterly distribution to:

John M. Martin
Bureau of Budget and Finance
Wisconsin Department of Justice
P.O. Box 7857
Madison, WI 53707-7857

The Clerk of Courts shall provide the DOJ liaison with periodic reports of the mediation program, and the activities of the positions to be funded under this MOA, and shall include in such reports information on program implementation, program structure, volume of requests and cases, program revenue, and other information requested by DOJ.

V. LIAISONS

Liaison between DOJ and the Milwaukee County Clerk of Courts shall be made through the following contacts:

Steven P. Means
Executive Assistant
Division of Legal Services
Department of Justice

John Barrett
Milwaukee County Clerk of Courts

VI. DURATION

This agreement shall cover the period from the date of execution by all parties and ending when grant funds are exhausted, projected to be December 31, 2012.

WISCONSIN DEPARTMENT OF JUSTICE

MILWAUKEE COUNTY CLERK OF COURT

By: St. P. Means

By: James J. Smith

Dated: 2-15-12

Dated: 2/22/12

**INTEROFFICE COMMUNICATION
COUNTY OF MILWAUKEE**

DATE: June 12, 2014

TO: Marina Dimitrijevic, Chairwoman, County Board of Supervisors

FROM: Lee R. Jones, Principal Assistant Corporation Counsel

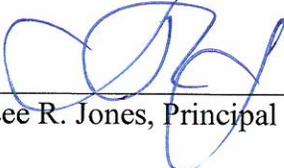
SUBJECT: Jonah Rodriguez v. Milwaukee County, et al.
Eastern District of Wisconsin Case No. 2013CV2205

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 \$13,500.00, which will be paid by Wisconsin County Mutual Insurance Corporation.

This case involves a claim resulting from a November 2011 incarceration of the plaintiff in which he was held in the Milwaukee County Jail for approximately 30 hours after the district attorney's office determined not to charge him with any crime. Milwaukee Police detained Jonah Rodriguez October 30, 2011, on a charge of recklessly endangering safety. On November 1, 2011, at approximately 8:30 a.m., the Milwaukee County District Attorney's Office issued a no process order indicating that the state would not pursue prosecution of this matter. Mr. Rodriguez was not released from the Milwaukee County Jail until 1:48 p.m. on November 2, 2011.

Per the court's direction, the parties mediated this matter on April 24, 2014. The mediation was successful and resulted in this proposed resolution. The settlement provides that the Wisconsin County Mutual Insurance Corporation will pay to Mr. Rodriguez and his attorney, Raymond Clausen \$13,500.00. This payment covers all claims, including attorneys' fees. In return, Mr. Rodriguez will dismiss his suit and provide the County and all named defendants with a full and complete release from any liability. The payment will be applied to the County's deductible with the County Mutual.

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



Lee R. Jones, Principal Assistant Corporation Counsel

cc: Raisa Koltun
Kelly Bablitch
Alexis Gassenhuber
Erica Hayden

1 From Corporation Counsel recommending the adoption of a resolution
2 approving a settlement in the case of Jonah Rodriguez v. Milwaukee County,
3 Case No. 2013-CV-2205

4
5 File No. 14-
6 (Journal,)
7

8
9 A RESOLUTION

10
11 WHEREAS, on October 30, 2011, Jonah Rodriguez was arrested by
12 Milwaukee Police on a charge of recklessly endangering safety; and

13
14 WHEREAS, Jonah Rodriguez was booked into the Milwaukee County Jail at
15 approximately 1:33 a.m. on October 31, 2011; and

16
17 WHEREAS a decision was made by the Milwaukee County District
18 Attorney's Office to not process the case and not pursue charges against Jonah
19 Rodriguez at approximately 8:30 a.m. on November 1, 2011; and

20
21 WHEREAS, Jonah Rodriguez was not released by the Milwaukee County
22 Jail until approximately 1:48 p.m. on November 2, 2011; and

23
24 WHEREAS, as a result of his incarceration Jonah Rodriguez filed a lawsuit
25 claiming Milwaukee County violated his civil rights and he claims emotional
26 distress and attorney's fees; and

27
28 WHEREAS the parties engaged in court-ordered mediation; and

29
30 WHEREAS the tentative settlement agreement provides for a release of all
31 claims against Milwaukee County and all named defendants in return for a
32 payment by the Wisconsin County Mutual Insurance Corporation in the amount
33 of \$13,500.00 to Jonah Rodriguez and his attorney, Raymond Clausen; and

34
35 WHEREAS the Office of Corporation Counsel recommends this settlement;
36 and

37
38 WHEREAS the Committee on Judiciary, Safety and General Services
39 approved this settlement at it's meeting on June 12, 2014, by a vote of ____;

40
41 NOW, THEREFORE, BE IT RESOLVED, that the Milwaukee County Board of
42 Supervisors approves the payment by the Wisconsin County Mutual Insurance
43 Corporation of \$13,500.00 to Jonah Rodriguez and his attorney, Raymond

44 Clausen, in exchange for dismissal of his suit and a full and complete release of
45 all claims against Milwaukee County.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: June 12, 2014

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: A RESOLUTION to approve a settlement agreement related to civil claim by Jonah Rodriguez

FISCAL EFFECT:

- | | |
|--|--|
| <input type="checkbox"/> No Direct County Fiscal Impact
<input type="checkbox"/> Existing Staff Time Required
<input checked="" 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	13,500.00	
	Revenue		
	Net Cost	13,500.00	
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

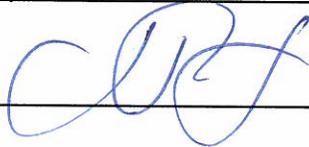
DESCRIPTION OF FISCAL EFFECT

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 County is proposing a settlement to Jonah Rodriguez, who was allegedly illegally detained in the Milwaukee County Jail after a decision was made to not prosecute him by the Milwaukee County District Attorney's Office. Adoption of this settlement will result in a payment to Jonah Rodriguez in the amount of \$13,500.00 by the Wisconsin County Mutual Insurance Corporation.
 - B. Approval of this Resolution authorizes a payment of \$13,500.00 to Jonah Rodriguez by Wisconsin County Mutual Insurance Corporation. The \$13,500.00 payment will be applied to the County's deductible.

Department/Prepared By Corporation Counsel

Authorized Signature



Did DAS-Fiscal Staff Review? Yes No

Did CDBP Review?² Yes No Not Required

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.

² Community Business Development Partners' review is required on all professional service and public work construction contracts.

**INTEROFFICE COMMUNICATION
COUNTY OF MILWAUKEE**

DATE: May 29, 2014

TO: Theodore Lipscomb Sr., 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 some of the significant pending cases that we believe may be of interest to the Committees. New information and additions to the list since the last committee meetings are noted in **bold**. However, our office is prepared to discuss any pending litigation or claim involving Milwaukee County, at your discretion.

1. *DC48 v. Milwaukee County* (Rule of 75)
Case No. 11-CV-16826 (stay of case until October 16, 2014)
2. Retiree health plan (co-pays, deductibles, etc.) cases:

Estate of Hussey v. Milwaukee County (Retiree health)
Case No. 12-C-73 (U.S. Seventh Circuit Court of Appeals affirmed ruling in County's favor)

MDSA prohibited practice complaint
WERC Case No. 792 No. 71690 MP-4726

Rieder & MDSA v. Milwaukee County
Case No. 12-CV-12978 (circuit court ruled in County's favor; MDSA filed appeal to Court of Appeals)

3. Medicare Part B premium reimbursement cases:

FNHP and AMCA v. Milwaukee County

Case No. 12-CV-1528 (Court of Appeals ruled in favor of County; Wisconsin Supreme Court has accepted review)

DC48 et al.(Martel) v. Milwaukee County et al.

Case No. 12-CV-13612 (stayed pending outcome of case above)

4. 1.6% Pension Multiplier cases:

Stoker & FNHP v. Milwaukee County

Case No. 11-CV-16550 (Court of Appeals ruled against County, **Wisconsin Supreme Court has accepted review**)

AFSCME v. Milwaukee County

Case No. 12-CV-9911 (stayed pending *Stoker* appeal)

Brillowski & Trades v. Milwaukee County

Case No. 12-CV-13343 (stayed pending *Stoker* appeal)

5. Pension backdrop modification case:

FNHP, AMCA & AFSCME v. Milwaukee County and ERS

Case No. 13-CV-3134

6. *Wosinski et al. v. Advance Cast Stone et al.* (O'Donnell Park)

Case No. 11-CV-1003 (Jury Verdict)

7. *Christensen et al. v. Sullivan et al.* (jail population and health care)

Case No. 96-CV-1835

8. *Milwaukee Riverkeeper v. Milwaukee County* (Estabrook dam)

Case No. 11-CV-8784 (court found dam a nuisance and ordered repair or removal)

9. *Midwest Development Corporation v. Milwaukee County* (Crystal Ridge)

Case No. 12-CV-11071

10. Froedtert Hospital petition to disturb burial sites – petition granted by State.

11. *Orlowski v. Milwaukee County* (2007 death of inmate in HOC)

Case No. 13-C-994 (E.D. Wis. federal court)

12. *Madison Teachers Inc. v. Walker*
Dane County Circuit Court Case No. 11-CV-3774 (Act 10)(pending in Wisconsin Supreme Court)
13. *Jane Doe v. Milwaukee County (sexual assault by CO in jail)*
Case No. 14-CV-200 (E.D. Wis. federal court)
14. *AFSCME, DC48 v. Milwaukee County (laid off housekeepers)*
Case No. 14-C-340 (E.D. Wis. federal court)
15. *Physiogenix v. Milwaukee County, WE Energies et al (Research Park power)*
Case No. 14-CV-1780
16. *Milwaukee County v. Personnel Review Board (jurisdiction of PRB over discipline grievances)*
Case No. 14-CV-2536
17. **In the matter of a John Doe Proceeding (public records)**
Case No. 10-JD-000007