



County of Milwaukee
Office of the Sheriff

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David A. Clarke Jr.
Sheriff

DATE: September 26, 2013

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

FROM: Richard R. Schmidt, Inspector, Office of the Sheriff, Milwaukee County

SUBJECT: Request to apply for and accept if awarded a partnership with the State of Wisconsin DOT for the I-794 Lake Freeway & Hoan Bridge Rehabilitation and I-43/94 Bridge Rehabilitation Projects.

BACKGROUND

The Wisconsin department of Transportation is requesting the Milwaukee County Sheriff's Office to partner with them during the I-794 Lake Freeway & Hoan Bridge Rehabilitation & I-43/94 Bridge Rehabilitation Projects. This is to ensure that emergency response capabilities are not adversely affected by roadway reconstruction, traffic diversions or equipment and material transportation in and out of construction sites.

I-794 Lake Freeway & Hoan Bridge Rehabilitation Project

- DOT will provide \$764,184.70 in order to provide planning, coordination and staffing services relative to this project to mitigate emergency incidents in the PROJECT area and stay informed of PROJECT roadway closures and construction progress. Staffing will include 24 hours per day/7 days per week from October 1, 2013 – January 31, 2015.
- Included in the grant award are monies allocated for anticipated and unanticipated assistance over all shift hours.
- Services requested by the DOT and supported in the funding include: attending weekly construction traffic meetings, respond to freeway crashes and incidents, assist with planned/unplanned closures (freeway, lane, ramp and shoulder), clear minor debris that is disruptive to traffic flow, provide crash reports and incident data and be on-call to the DOT Project Manager to perform these duties.

Service to the Community Since 1835

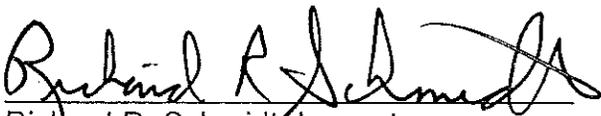
821 West State Street • Milwaukee, Wisconsin 53233-1488
414-278-4766 • <http://www.mksheriff.org>

I-43/94 Bridge Rehabilitation Project

- DOT will provide \$606,122.70 in order to provide planning, coordination and staffing services relative to this project to mitigate emergency incidents in the PROJECT area and stay informed of PROJECT roadway closures and construction progress. Staffing will include 24 hours per day/7 days per week from February 1, 2015 – December 15, 2015.
- Included in the grant award are monies allocated for anticipated and unanticipated assistance over all shift hours.
- Services requested by the DOT and supported in the funding include: attending weekly construction traffic meetings, respond to freeway crashes and incidents, assist with planned/unplanned closures (freeway, lane, ramp and shoulder), clear minor debris that is disruptive to traffic flow, provide crash reports and incident data and be on-call to the DOT Project Manager to perform these duties.

For these projects:

- Milwaukee County will purchase a specific Freeway Service Patrol Truck and receive reimbursement by the project (DOT) on a weekly basis to pay off the total cost of said vehicle.
- Milwaukee County will purchase two specified Enhanced Project Patrol Squads (Chevrolet Suburban) and receive reimbursement by the project (DOT) on a weekly basis to pay off the total cost of said vehicles.
- DOT will additionally reimburse fuel and maintenance costs for aforementioned vehicles.
- No local match.



Richard R. Schmidt, Inspector
Milwaukee County Office of the Sheriff

Cc: Chris Abele, County Executive
Supervisor Theodore Lipscomb, Sr., Chair, Judiciary, Safety & General Services Committee
Kelly Babilitch, Chief of Staff
Alexis Gassenhuber, Committee Clerk
Jessica Janz-McKnight, Research Analyst

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(ITEM) From the Sheriff requesting to apply for and accept, if awarded, a State of Wisconsin Department of Transportation grant for 2013 through 2015 Traffic Mitigation during the I-794 Lake Freeway & Hoan Bridge Rehabilitation and I-43/94 Bridge Rehabilitation Projects in the amount of \$1,370,307.40:

A RESOLUTION

WHEREAS, the State of Wisconsin Department of Transportation has authorized the I-794 Lake Freeway & Hoan Bridge Rehabilitation and I-43/94 Bridge Rehabilitation projects identified as Interstate I-794 from the Milwaukee River to Carferry Drive and Interstate I-43/94 from I-794 to Howard Avenue, and local streets within two miles of the interstate roadways: and

WHEREAS, the State of Wisconsin has requested the implementation of a comprehensive effort to provide planning, coordination and staffing services to mitigate emergency incidents in the project area and stay informed of roadway closures and construction progress: and

WHEREAS, the State of Wisconsin estimates this project will commence on October 1, 2013 and end approximately December 15, 2015; and

WHEREAS, the Milwaukee County's Sheriff Office will provide a properly trained sheriff deputy patrol dedicated to the project area 24 hours per day and seven days a week between October 1, 2013 and December 15, 2015; and

WHEREAS, the Milwaukee County's Sheriff Office will bill the State of Wisconsin Department of Transportation for Deputy Sheriff straight time with overhead included at \$57.16 per hour; and

WHEREAS, the Milwaukee County's Sheriff Office will bill the State of Wisconsin Department of Transportation for Deputy Sheriff overtime at \$48.16 per hour; and

WHEREAS, the Milwaukee County's Sheriff Office will provide an enhanced construction project patrol vehicle with the cost to be recovered at a weekly rate of \$480/week through December 15, 2015. The vehicle will remain dedicated to the project for the life of the vehicle. Fuel and maintenance to be billed at actual cost; and

WHEREAS, the Milwaukee County's Sheriff Office will provide a freeway service patrol truck with the cost to be recovered at a weekly rate of \$960/week through December 15, 2015. This vehicle will remain dedicated to the projects for the life of the vehicle. Fuel and maintenance to be billed at actual cost; now, therefore

50 BE IT RESOLVED, the Office of the Sheriff is hereby authorized to apply for
51 and accept State of Wisconsin Department of Transportation grant for 2013 through
52 2015 Traffic Mitigation Contracts for the I-794 Lake Freeway & Hoan Bridge
53 Rehabilitation and I-43/94 Bridge Rehabilitation Projects in the amount of
54 \$1,370,307.40.

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56 Fiscal Note:

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58 An appropriation transfer request will be submitted for consideration, once the
59 grant is awarded, to the Committee on Finance and Audit to recognize the grant
60 revenue and establish expenditure authority of \$1,370,307.40. There is no local
61 match to the funding and therefore no tax levy impact.

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MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 10/03/13

Original Fiscal Note X

Substitute Fiscal Note

SUBJECT: The Sheriff of Milwaukee County requests the authority to apply for and accept, if awarded, a State of Wisconsin Department of Transportation grant for 2013 through 2015 Traffic Mitigation during the I-794 Lake Freeway & Hoan Bridge Rehabilitation and I-43/94 Bridge Rehabilitation projects.

FISCAL EFFECT:

- No Direct County Fiscal Impact
- Existing Staff Time Required
- X Increase Operating Expenditures
(If checked, check one of two boxes below)
 - Absorbed Within Agency's Budget
 - X Not Absorbed Within Agency's Budget
- Decrease Operating Expenditures
- X Increase Operating Revenues
- Decrease Operating Revenues
- Increase Capital Expenditures
- Decrease Capital Expenditures
- Increase Capital Revenues
- Decrease Capital Revenues
- Use of contingent funds

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

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	\$221,602	\$1,150,705
	Revenue	\$221,602	\$1,150,705
	Net Cost		
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.

From the Sheriff, a request to apply for and accept, if awarded, a State of Wisconsin Department of Transportation grant for 2013 through 2015 Traffic Mitigation during the I-794 Lake Freeway & Hoan Bridge Rehabilitation and I-43/94 Bridge Rehabilitation projects. Grant funds total \$1,370,307.40 for Sheriff Deputy labor hours totaling \$1,203,207.40, required vehicles \$96,000 and vehicle use and maintenance \$66,600.

Department/Prepared By William Lethlean, Public Safety Fiscal Administrator

Authorized Signature



Did DAS-Fiscal Staff Review? X Yes No

Did CBDP Review?² X 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.



MILWAUKEE COUNTY SHERIFF'S OFFICE

DATE: September 24, 2013

MEMO

**TO: Inspector Richard Schmidt
William Lethlean
Dennis Dietscher
Attorneys from Corporation Counsel**

FROM: Captain Daniel Hughes

RE: I794 Lake Freeway & Hoan Bridge Rehabilitation Project

The attached is a contract for the Lake freeway and rehabilitation of the Hoan Bridge project. The staffing to be use for this project is the same staff currently being utilized for the Valley Bridge project, which is ending as of September 30, 2013. That staff would be redirected to this project starting October 1, 2013 and ending December 15, 2015.

The Wisconsin Department of Transportation is requesting that the MCSO partner with them during the I794 Lake Freeway & Hoan Bridge Rehabilitation project. When looking at this contract you will note that there is another project listed (I43/94 Bridge Rehabilitation Project) as a part of this contract. If you look at the dates within the contract associated with each project, the monies will be drawn from pool of project money assigned to the Hoan Bridge for a specific time frame and then from the pool of money assigned to the I43/94 project for the remainder. It is all one big project being funded from two different pools of money on their end. This is because the I43/94 (commonly referred to as the Valley Bridge Project) still has a pool of money assigned to it from a previous timeframe, which they want to use towards the Hoan project without writing up two separate contracts.

As in previous Mitigation contracts, The MCSO is being requested to provide Law Enforcement services related to project mitigation in the following capacity:

- Attend weekly construction traffic meetings
- Respond to freeway crashes and incidents
- Assist with planned/unplanned freeway, land, ramp and shoulder closures
- Clear minor debris that disrupt traffic flow
- Provide crash reports and incident data
- Be on-call to the Department's Project Manager and the Department's contractor to perform these duties.

The DOT will provide a Total contracted amount of \$1,370,307.40; In turn the MCSO will provide planning, coordination and staffing services for this project 24 hours per day and seven days per week Monday thru Sunday between October 1, 2013 and ending December 15, 2015. Additional staffing may be requested to assist with nighttime lane closures throughout the length of the project.

Respectfully Submitted,

Captain Daniel Hughes

Shortform Contract for NONFEDERALLY FUNDED Contracts

AGREEMENT BETWEEN

THE WISCONSIN DEPARTMENT OF TRANSPORTATION
AND
THE MILWAUKEE COUNTY OFFICE OF THE SHERIFF

Contract No. 3

State Project I.D. 1300-13-92

October 2013 – January 2015 Traffic Mitigation

I-794 Lake Freeway & Hoan Bridge Rehabilitation Project

State Project I.D. I.D. 1228-25-90

February 2015 – December 2015 Traffic Mitigation

I-43/94 Bridge Rehabilitation Project

This agreement is a formal partnership, made and entered into between the Wisconsin Department of Transportation (DEPARTMENT) and the Milwaukee County Office of the Sheriff (COUNTY), to provide for services as described herein. The Wisconsin Department of Transportation and Milwaukee County Office of the Sheriff are partnering during the I-794 Lake Freeway & Hoan Bridge Rehabilitation Project & I-43/94 Bridge Rehabilitation Project (PROJECT) to ensure that emergency response capabilities are not adversely affected by roadway reconstruction.

The DEPARTMENT advises implementation of a comprehensive and cost effective transportation management plan that will help ensure the safety, accessibility and mobility for the traveling public in the PROJECT area. The PROJECT area are defined as interstate I-794, from the Milwaukee River to Carferry Drive and the area is defined as interstate I-43/94, from I-794 to Howard Avenue. Included in the PROJECT area are local alternate route streets within two miles of the interstate roadways.

To mitigate traffic impacts caused by the PROJECT, the DEPARTMENT will provide \$764,184.70 as allocated to the I-794 Lake Freeway Project from October 1, 2013 through January 31, 2015 and \$606,122.70 as allocated to the I-43/94 project from February 1, 2015 through December 15, 2015 for a total contract of \$1,370,307.40 to the COUNTY as specified in Attachment A: Milwaukee County Office of the Sheriff - Cost Estimate. In turn, the COUNTY will provide planning, coordination and staffing services (as outlined below) in an effort to mitigate emergency incidents in the PROJECT area and stay informed of PROJECTS roadway closures and construction progress commencing on October 1, 2013 and ending by December 15, 2015.

The COUNTY shall provide a sheriff deputy patrol, properly trained in work zone safety and mobility, dedicated to the defined PROJECTS area 24 hours per day and seven days a week Monday through Sunday between October 1, 2013 and December 15, 2015.

The sheriff deputy patrol shall perform the following traffic mitigation duties:

- Respond to freeway crashes and incidents
- Assist with planned/unplanned freeway, lane, ramp, and shoulder closures
- Clear minor debris that is disruptive to traffic flow
- Provide crash reports and incident data when requested
- Being on-call to the DEPARTMENT's Project Manager and the DEPARTMENT's contractors to perform these duties.

The COUNTY shall provide patrol staff billed at the Deputy Sheriff straight time with an overhead included hourly rate of \$57.16 per hour. The project wage and benefit rate includes retirement, FICA and communication costs.

The COUNTY shall equip each patrol unit shift with a mobile telephone with email capabilities. The mobile telephone's operation shall be compatible with the DEPARTMENT's project contractor's phones. Project contractors are defined as those performing 2013, 2014 & 2015 work on the I-794 project (project ID 1300-13-70) and the IH-43 project (project ID 1228-25-70).

The COUNTY shall also provide on-call closure assistance for freeways, lanes, shoulders, and ramps to be performed from December 1, 2013 to December 15, 2015. The COUNTY shall provide closure assistance using staff to be billed at the Deputy Sheriff overtime hourly rate of \$48.16 per hour.

Enhanced Project Patrol Squad

The COUNTY shall also provide and properly equip an enhanced construction project patrol vehicle to be billed out at the per week rate of \$480/week through December 2014. Truck is to remain dedicated to the PROJECT for the life of the vehicle, which is expected to be at least two years. Fuel and maintenance to be billed out at actual cost. Vehicle is to be customized and equipped as has been done for similar large construction projects in the Milwaukee area in the recent past.

Basis of Payment

The COUNTY shall charge actual costs incurred and attributable to the work performed and described above under this agreement to the DEPARTMENT. The DEPARTMENT will provide to the COUNTY reimbursable funding for these functions in the amount of \$1,370,307.40. Total reimbursement to the COUNTY for traffic mitigation measures under this agreement will not exceed \$764,184.70 as allocated to the I-794 Lake Freeway Project from October 1, 2013 through January 31, 2015 and \$606,122.70 as allocated to the I-43/94 project from February 1, 2015 through December 15, 2015 for a total contract of \$1,370,307.40 as detailed in Attachment A: Milwaukee County Office of the Sheriff - Cost Estimate. Billings shall be directed by the COUNTY to the attention ofCarolynn Gellings, Wisconsin Department of Transportation, Southeast Region, 141 NW Barstow Street, P.O. Box 798, Waukesha, WI 53187 and will include a statement of expenses supported by a description of items and services provided and expended. The DEPARTMENT shall pay the bill promptly upon receipt thereof.

Notifications

Other correspondence and notifications required under this agreement shall be given as follows:

Notice to the County: David A. Clarke Jr.
Milwaukee County Sheriff
821 West State Street, Room 107
Milwaukee, WI 53233
(414) 278-4766

Captain Daniel Hughes
10190 W Watertown Plank Rd
Wauwatosa, WI 53226
(414) 454-4084
Daniel.hughes@milwcnty.com

Notice to the Department: Carolynn Gellings, PE
Southeast Freeways Project Manager
I-794 Lake Freeway & Hoan Bridge Rehabilitation Project
WisDOT SE Region
141 NW Barstow
Waukesha, WI 53187
(414) 750-3233
Carolynn.Gellings@dot.wi.gov

Signatures:

This agreement may only be amended by a written document signed by each of the parties hereto.

APPROVED *Ron A. Clarke Jr.*
For the Milwaukee County Office of the Sheriff Date

APPROVED _____
For the Wisconsin Department of Transportation Date

APPROVED _____
Governor, State of Wisconsin Date

**Attachment A:
Milwaukee County Office of the Sheriff
Cost Estimate**

Contract No. 3
State Project I.D. 1300-13-92
October 2013 – January 2015 Traffic Mitigation
I-794 Lake Freeway & Hoan Bridge Rehabilitation Project

State Project I.D. I.D. 1228-25-90
February 2015 – December 2015 Traffic Mitigation
I-43/94 Bridge Rehabilitation Project

Service	Hourly Rate	I-794 No. of Hours	I-794 Total Cost	I-43/94 No. of Hours	I-43/94 Total Cost	Total Cost
2013 Patrol Staff (24 hours, 7 days/week, 12 weeks)	\$57.16	2000	\$114,320.00	0	0	\$124,042.00
Overtime Assistance 2013 (Estimated at 10% per year)	\$48.61	200	\$9,722.00	0	0	
2014 Patrol Staff (24 hours, 7 days/week, 52 weeks)	\$57.16	5800	\$331,528.00	2900	\$165,764.00	\$539,582.70
Overtime Assistance 2014 (Estimated at 10% per year)	\$48.61	580	\$28,193.80	290	\$14,096.90	
2015 Patrol Staff (24 hours, 7 days/week, 52 weeks)	\$57.16	5800	\$331,528.00	2900	\$165,764.00	\$539,582.70
Overtime Assistance 2015 (Estimated at 10% per year)	\$48.61	580	\$28,193.80	290	\$14,096.90	
Three Mobile Telephones and Phone Service	-	-	\$3,000.00		\$1,500.00	

Time Period	Vehicle	Weekly Rate	No. of Weeks	Cost
October 2013 – January 2015	I-794 & I-43/94 Project – Enhanced Project Patrol Squad (2)	\$960	60	\$57,600
February 2015 – December 2015	I-794 & I-43/94 Project – Enhanced Project Patrol Squad (2)	\$960	40	\$38,400
	Total			\$96,000

Time Period	Service	Fuel	Maintenance	Cost
October 2013 – January 2015	I-794 & I-43/94 Project – Enhanced Project Patrol Squad (2)	\$25,380	\$14,580	\$39,960
February 2015 – December 2015	I-794 & I-43/94 Project – Enhanced Project Patrol Squad (2)	\$16,920	\$9,720	\$26,640
	Total			\$66,600

Time Period	Project	Total Cost
October 2013 – January 2015	I-794 Project (I.D. 1300-13-92)	\$764,184.70
February 2015 – December 2015	I-43/94 Project (I.D. 1228-25-90)	\$606,122.70
	Total	\$1,370,307.40

Total Contract Cost: \$1,370,307.40



County of Milwaukee
Office of the Sheriff

David A. Clarke, Jr.
Sheriff

DATE: October 24, 2013

TO: Supervisor Theodore Lipscomb, Sr., 1st District
 Chairman, Judiciary, Safety and General Services

FROM: Edward H. Bailey, Inspector, Milwaukee County Office of the Sheriff

SUBJECT: **13-784 From the Office of the Sheriff, providing an update on Airport Patrol and Park Patrol / Targeted Enforcement Unit activities, including adherence to the 2013 Park Plan (INFORMATIONAL ONLY)**

BACKGROUND: The MCSO Airport Division provides both security assistance and is the primary law enforcement agency at General Mitchell International Airport. It has, in recent years, accomplishes this duty with an assigned force of 50 Deputy Sheriff 1 positions plus a 4-member K9 complement. The 2013 Adopted Budget funds 54 Deputy Sheriff positions, 6 Deputy Sheriff Sergeants, 1 Deputy Sheriff Lieutenant, 1 Deputy Captain and 1 Clerical Assistant. Total 2013 charges to the Airport Division are set at \$8,001,280; There is no property tax levy budgeted in the Airport Security program area as the operating cost of this program, less citation and grant revenue, is charged to the Airport. The Airport is currently staffed at a complement of 52 Deputy Sheriffs; 1 sergeant's position is currently unfilled.

STATUS: Airport / 2013 YTD

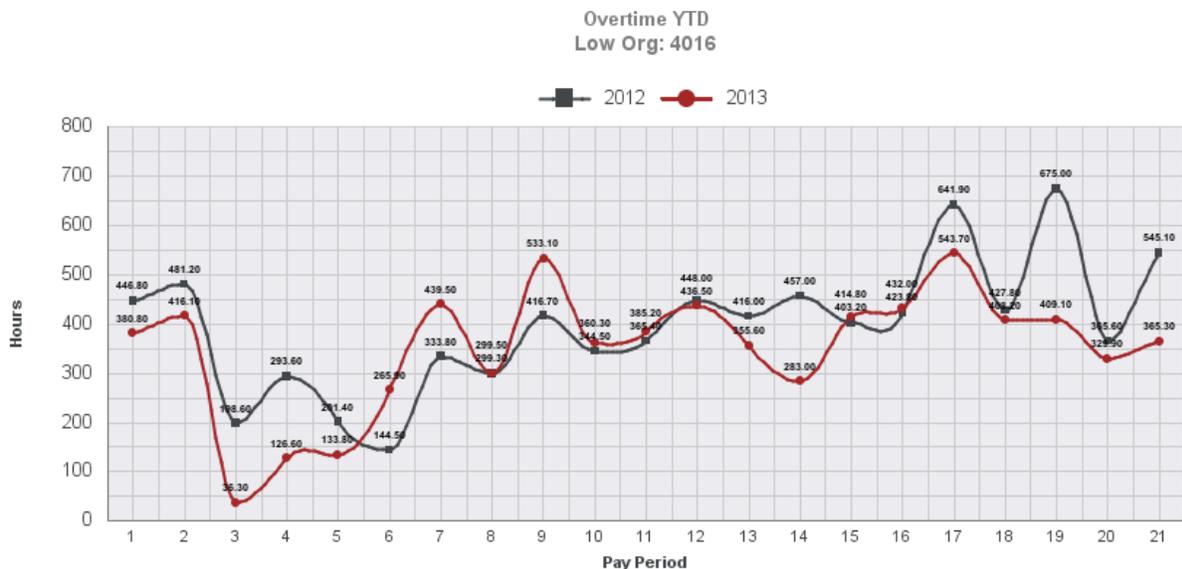
- As we reported previously, during the first quarter of 2013, the MCSO reported 5 auto break-ins in remote lot B. This investigation encompassed criminal investigation; Video review and improvement recommendation to GMIA; additional staffing; and education in the form of flyer and signage in the shuttle buses and shelters, stairwells, on the ticketing issuing machines which are located at the entrances to all parking lots and various areas throughout the parking structure. In the second quarter, these activities resulted in only more event of this type, when an additional 4 autos were damaged bringing the "running total" to 9. We are pleased to report that in the 3rd quarter, we experienced no addition vehicle break-ins.

	9/15/2013 TO 10/12/2013	8/18/2013 TO 9/14/2013	% Change	8/18/2013 TO 9/14/2013	7/21/2013 TO 8/17/2013	% Change	YTD 2013	YTD 2012	% Change	YTD 2013	YTD 2011
Incidents											
Part I Crimes	3	4	-25%	4	5	-20%	36	37	-3%	36	0
OVI/Liquor Law Violations	3	6	-50%	6	9	-33%	61	55	11%	61	1
Weapon Violations	0	3	-300%	3	1	200%	15	27	-44%	15	0
Narcotic Violations	2	0	200%	0	3	-300%	22	37	-41%	22	2
All Other Offenses	50	50	0%	50	62	-19%	658	1007	-35%	658	24
*TOTAL Incidents	58	63	-8%	63	80	-21%	792	1163	-32%	792	27
Arrests											
Summary Arrests	5	4	25%	4	10	-60%	91	115	-21%	91	1
Warrant Arrests	1	3	-67%	3	3	0%	23	39	-41%	23	0
Summoned/Cited And Released	1	4	-75%	4	4	0%	31	46	-33%	31	0
Attempt to Arrest/Contact	0	0	0%	0	0	0%	0	2	-200%	0	0
*TOTAL Arrests	7	11	-36%	11	17	-35%	145	202	-28%	145	1

Milwaukee County Sheriff's Office - Airport Division	
Crime Class Description BY CFS Code Description	
CFS Code Description ▼	Crime Class Description ▼
Intimidation (inc Stalking)	1
Motor Vehicle Theft/Stolen Veh	9
Possess Stolen Vehicle	1
Resisting Officer	1
Retail Theft	1
Simple Assault	5
Theft-All Others	13
Theft-From Auto	5

Milwaukee County Sheriff's Office - Airport Division	
CFS Code Description BY CFS Code Description	
CFS Code Description ▼	CFS Code Description ▼
Carry Concealed Weapon	10
Carrying Prohib Weapon	2
Weapon Offense	3

Charge Description	Charge Description
Operating While Intoxicated	39
Operating with PAC Of .10 Or More (1st)	22
Deviation from Designated Lane	14
Operating while Intoxicated (2nd)	11
Fail/Obey Traffic Officer Sign/Signal	10
Operating After Suspension	10
Operating with PAC Of .08 Or More (2nd)	10
Possession Of Marijuana	9
Unsafe Lane Deviation	9
Operating with PAC >=.08 < .10 (1st)	6
Warrant	6
Failure To Keep Vehicle Under Control	5
Keep Open Intoxicants In MV-Driver	4
OAR (1st - Rev Due To OWIPAC)	4
Operating While Intoxicated (3rd)	4
Theft	3
Warrant-Other Department Pickup	3
2nd-Degree Recklessly Endangering Safety	2
Battery	2



Labor Costs = 64% of 2013 Budget as of 10/10/2013

ACCOUNT NBR	ACCOUNT NAME	2013 BUDGET AMOUNT	2013 ACTUAL AMOUNT	2012 ACTUAL AMOUNT
5001	DIRECT LABOR CHARGED		2,008,219	2,571,043
5002	OFFTIME CHARGED		388,390	497,240
5003	FRINGE BENEFITS CHARGED		2,218,211	2,846,090
5051	DIRECT LABOR APPLIED		(2,387,211)	(2,855,031)
5052	OFFTIME APPLIED		(461,687)	(552,163)
5053	FRINGE BENEFITS APPLIED		(2,650,288)	(3,172,939)
5189	DIRECT LABOR TRN OUT		0	0
5190	DIRECT LABOR TRANSFER IN		(758)	(16,938)
5199	SALARIES-WAGES BUDGET	3,715,115	2,658,375	3,196,861
5201	OVERTIME	382,272	530,854	566,519
5248	SICK PAY BALANCE PAYOUT		1,819	
5312	SOCIAL SECURITY TAXES	314,166	230,893	279,799
5318	UNEMPLOYMENT COMPENSATION	0	0	13,068
5321	UNIFORM ALLOWANCE	24,225	0	(1,615)
5322	EDUCATIONAL BONUS	15,650	0	16,975
5325	LONGEVITY PAY	8,020	8,901	15,528
5390	FRINGE BENEFIT TRANSFER-DIRECT	0	128	(5,840)
5402	FRINGE BENEFIT-PENSION ADJUST	33,182	0	25,844
5420	EMPLOYEE HEALTH CARE	822,846	596,091	671,413
5421	EMPLOYEE PENSION	597,407	451,144	430,670
5422	LEGACY HEALTHCARE	820,698	625,360	816,433
5423	LEGACY PENSION	426,347	387,500	469,021
5490	FRINGE BENEFIT TRFR-IND IN		(649)	53,649
5495	PERS SERV INDIRECT ABATEMENT'	0	(18)	(6)
	PERSONAL SERVICES	7,159,928	4,605,275	5,865,621

4018 - K-9 PATROL - 2013-2011

ACCOUNT NBR	ACCOUNT NAME	2013 BUDGET AMOUNT	2013 ACTUAL AMOUNT	2012 ACTUAL AMOUNT
	PERSONAL SERVICES	494,583	427,453	528,262

SUBJECT: From the Office of the Sheriff, providing a midyear report detailing Park Patrol / Targeted Enforcement Unit activities, including adherence to the 2013 Park Plan (INFORMATIONAL ONLY)

BACKGROUND: In 2004, with the transfer of 16 Deputy Sheriff and 1 Deputy Sheriff Sergeant from various units within the Sheriff's Office and the creation of the Gun Reduction Interdiction Program (GRIP), our Police Service Bureau's efforts included focus on urban crime. Beginning in 2007, when GRIP broadened to become the MCSO Targeted Enforcement Unit (TEU), that focus once again came to include traditional MCSO jurisdictions of Parks and on the MCSO Transit system, and staffing increased to include 2 Deputy Sheriff Sergeants and 25 Deputy Sheriffs. It is the Sheriff's position that the 2012 Adopted Budget and timeframe left him without the ability to deploy in both the Parks and the Transit system in an adequate manner. During the budget Process of October 2012, the Office of the Sheriff revealed a 2013 Parks Patrolling plan that envisioned a full return to the deployment patterns and zoned, high-visibility patrols that had previously existed in MCSO Parks policing. During that process, the County Board requested that the Sheriff submit periodic reports and updates detailing Park / TEU activities.

STATUS: Milwaukee County Parks / 2013 YTD

- YTD 4,365 straight time hours have been have been spent in dedicated Parks operations (Unassigned Patrolling and Calls for Service) as compared to 4,151 hours in YTD 2012.

High Visibility Patrols												
First Shift	0	0	0%	0	2	-200%	2778	179	1,452%	2778	389	614%
Second Shift	0	0	0%	0	11	-1,100%	3512	298	1,079%	3512	526	568%
Third Shift	0	0	0%	0	11	-1,100%	1772	197	799%	1772	280	533%
TOTAL High Visibility Patrols	0	0	0%	0	24	-2,400%	8062	674	1,096%	8062	1195	575%

- Using the new ARMED tracing system, the MCSO Law Enforcement Analytics Division is continuing to track TEU appearances at Neighborhood / Parks meetings as a valuable metric. YTD we have addressed groups at 32 different locations including multiple events at Saveland, Dretzka, Dineen, Humboldt, Whitnall, Washington and Grant Parks.

Category	2013 YTD	2012 YTD	% Change (-)
All Part I Crimes	118	24	392

CFS Code Description	CFS Code Description
Theft-From Auto	49
Theft-All Others	16
Assault	10
Theft-From Building	08
Motor Vehicle Theft/Stolen Veh	07
Burglary-Forced Entry-Nonres	05
Robbery-Street-Strongarm	05
Simple Assault	04
Robbery-Street-Gun	03
Possess Stolen Vehicle	02
Theft-Parts From Vehicle	02

(In Part I, the Uniform Crime Reporting System (UCR) indexes reported incidents in two categories: violent and property crimes. Aggravated assault, forcible rape, murder, and robbery are classified as violent while arson, burglary, larceny-theft, and motor vehicle theft are classified as property crimes)

Category	2013 YTD	2012 YTD	% Change (-)
Death (Noyes, 05/2013)(Washington 07/2013)	2	5	(80)
Mutual Aid / Backup	75	90	(17)
Burglary	3	4	(25)
CDTP**	72	46	57
Parking Complaints	52	68	(24)
Robbery (Lincoln, King, Johnson's, Cooper, Alcott)	5	2	150
Vehicle stops	1698	1802	(6)
Weapons Violations	17	8	113
CCW	18	2	800
Narcotics (Marijuana 24, Pharma 15, Cocaine 5, Heroin 1)	44	10	340
OWI (In/Adjacent to Parks)	87	8	988

**GRANT SEVEN BRIDGES 3 / JACKSON PARK 3 / KOSCIUSZKO BLDG 3
MITCHELL PARK 3 / BRADFORD BEACH 2 / DOCTORS PARK 2
KOSCIUSZKO PARK 2 / BRADFORD BEACH/NORTHPOINT 1
BRADFORD BEACH/TIKI HUT 1

- The clearance of calls for service through arrest are as noted:

Category	2013 YTD	2012 YTD	% Change (-)
Summary Arrests	197	56	252
Warrant Arrests	43	28	54

Summary Arrests Including:

Disorderly Conduct	15
Battery	11
Recklessly Endangering Safety	8
Felon in Possession of Firearm	6
Carrying Concealed Weapon	4
Fleeing	3
Entry Into Locked Vehicle	4
Theft	5

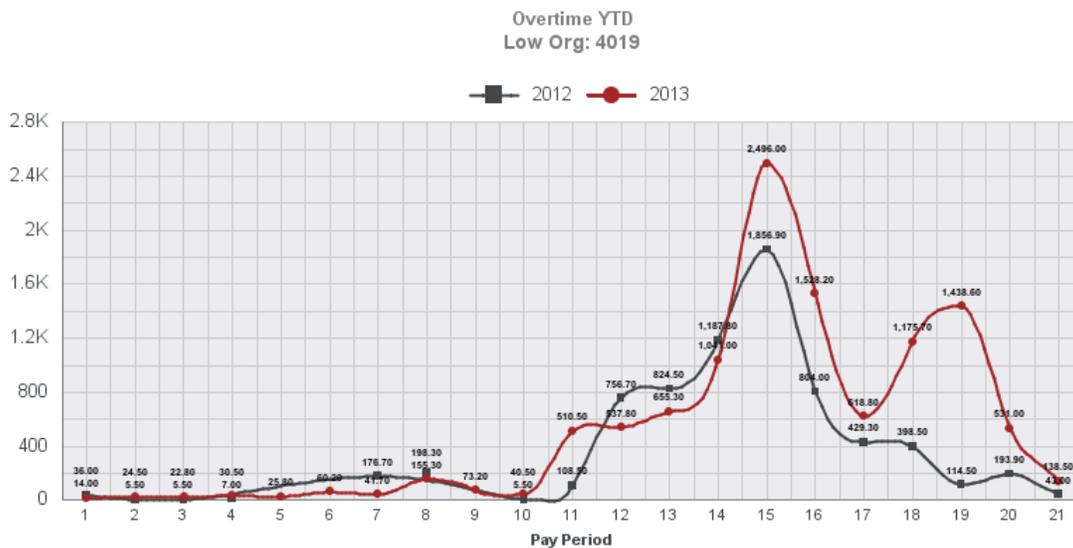
- Generally, citation activity (in and of itself) is not a good indicator of crime or disorder. However, it is a strong indicator of officer generated activity and indicative of successful patrolling efforts and engagement in policing activities:

Category	2013 YTD	2012 YTD	% Change (-)
Uniform Traffic	3562	826	331
County Ordinance	174	116	50
Parking	281	277	24
Juvenile Alcohol	49	30	63
Total	4066	1199	239

Parks Incidents of Note:

- On July 19, an Armed Robbery incident in McGovern Park was investigated and cleared by arrest. In short, a Female was lured to the park by a pair of Female, and met at park by 3 additional Males known to them. The main victim had met a suspect a month prior. She had been invited to a “cookout” at the park, and to drink beer and smoke marijuana. When she attempted to leave the park she was attacked by a suspect; robbed, and pistol whipped, during which the gun discharged; she surrendered her purse and the group fled. A .40 caliber casing was recovered from the scene. Through investigations detectives were able to identify the suspects involved in this incident and they were arrested at an address in the 5000 block of N. 37th Street with pistol and proceeds of robbery. Suspect’s criminal Hx included Burglary, OVWOOC, Poss of Short Barreled Shotgun, Poss of Marijuana, Armed Robbery. Charges currently pending as to five subjects for Armed Robbery with Threat of Force X2 and Possession of Firearm by Felon. Currently scheduled for Plea/sentencing hearing scheduled on October 22, 2013 in Branch 24.

- On July 14, TEU responded to the City of Milwaukee Police Department, District 4, regarding a sexual assault that reportedly occurred in the unisex bathroom of the Parks Department Building, located in the south parking lot of Lincoln Park. The victim, a Milwaukee County employee, was working at Lincoln Park when a coworker assaulted the victim in a bathroom of the Park Building. This case, issued as a 2nd degree Sexual Assault, is pending before Judge Stephanie Rothstein.
- On August 25, TEU responded to a carjacking Jackson Park. A 49-year-old Female victim was seated in her vehicle when 3 juvenile male subjects approached, began beating her and eventually stole her vehicle. The males also stole her purse but it was recovered it in the grass with her Credit Card was missing. TEU set up a perimeter inside the park, with MPD assisting with a squad a few blocks outside of the park. Vehicle located in the 3800 block of W. Forest Home Avenue. LE located 2 suspects hiding in the wood line at 4200 W. Lincoln Avenue. Victim's keys on one suspect. Both arrested for Substantial Battery, Operate Vehicle W/O Owners Consent and Robbery With Use Of Force.
- On September 3, TEU Deputy Cory Clark was patrolling in Lake Park and entered the parking lot of the Lake Park Bistro Restaurant. As the squad turned into the second row of the lot, a young males jumped into a parked car and slid down into the seat as if to hide. 2 males were removed from the vehicle and detained. Subsequent investigation revealed that a nearby SUV had the front passenger side window broken with shattered glass on the ground and on the seat. Additionally, a second car, was located with its rear passenger side window broken and shattered glass on the ground and on the seat. A stolen backpack was found in the grass nearby, and one of the suspects poses a flathead screwdriver whose blade matched the damage to both vehicles and is believed to be the instrument that was used to break the windows. Both subject charged with criminal damage to property; entry into a locked vehicle, and theft. This case is currently pending before Judge Seifert.



Labor Costs = 84% of 2013 Budget as of 09/28/2013

ACCOUNT NAME	2013 BUDGET AMOUNT	2013 ACTUAL AMOUNT	2012 ACTUAL AMOUNT	2011 ACTUAL AMOUNT
DIRECT LABOR CHARGED		\$ 1,493,631	\$ 684,374	\$ 1,390,282
OFFTIME CHARGE		\$ 288,868	\$ 132,323	\$ 268,881
FRINGE BENEFITS CHARGED		\$ 1,654,601	\$ 779,169	\$ 1,545,555
DIRECT LABOR APPLIED		\$ (1,512,579)	\$ (714,251)	\$ (1,405,423)
OFFTIME APPLIED		\$ (292,533)	\$ (138,136)	\$ (271,809)
FRINGE BENEFITS APPLIED		\$ (1,673,971)	\$ (790,462)	\$ (1,555,382)
DIRECT LABOR TRANSFER OUT		\$ 21,107	\$ -	\$ -
DIRECT LABOR TRANSFER IN		\$ (24,300)	\$ 47,477	\$ -
SALARIES-WAGES BUDGET	\$ 1,751,152	\$ 1,548,085	\$ 791,013	\$ 1,465,984
OVERTIME'SOCIAL SECURITY TAXES	\$ 292,128	\$ 318,510	\$ 151,042	\$ 203,628
UNEMPLOYMENT COMPENSATION	\$ 154,706	\$ 139,657	\$ 70,483	\$ 126,798
UNIFORM ALLOWANCE		\$ -	\$ 10,527	\$ 2,822
UNIFORM ALLOWANCE	\$ 11,475	\$ -	\$ (773)	\$ 7,667
EDUCATION BONUS	\$ 3,600	\$ -	\$ 1,825	\$ 3,000
LONGEVITY PAY	\$ 6,396	\$ 4,866	\$ 6,594	\$ 7,080
FRINGE BENEFIT TRANSFER-DIRECT		\$ 1,664	\$ 3,632	\$ -
FRINGE BENEFIT TRANSFER-PENSION ADJUST	\$ 13,414	\$ -	\$ 12,090	\$ 16,776
EMPLOYEE HEALTH CARE	\$ 427,043	\$ 339,354	\$ 161,799	\$ 382,001
EMPLOYEE PENSION	\$ 267,211	\$ 262,590	\$ 102,387	\$ 291,224
LEGACY HEALTHCARE	\$ 354,895	\$ 283,941	\$ 341,988	\$ 312,035
LEGACY PENSION	\$ 182,302	\$ 173,985	\$ 198,035	\$ 159,092
FRINGE BENEFIT TRFR-IND IN		\$ 17,882	\$ 40,288	
PERS SERV INDIRECT ABATEMENT		\$ -		\$ (21)
PERSONAL SERVICES	\$ 3,464,322	\$ 3,045,358	\$ 1,891,424	\$ 2,950,190

S:// Edward H. Bailey, I7

Edward H. Bailey, Inspector, Milwaukee County Office of the Sheriff

DATE: September 30, 2013

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

FROM: Mike Hafemann, Superintendent, Milwaukee County House of Correction (HOC)

SUBJECT: Report from the Superintendent, House of Correction, requesting approval of a partial-year Electronic Monitoring Unit (EMU) contract with JusticePoint Inc. Annual contract costs estimated at \$108,000 for 2013.

Issue

It has been noted that no inmates have been placed on EMU programming since October of 2012 by the Office of the Sheriff. Based on that decision, the funds were transferred into Appropriations for Contingency account. Amendment 1A062 was approved on 11/5/2012 which approved a transfer of the amounts budgeted for EMU to the HOC.

Earlier this year, the vendor that supplies the Electronic Monitoring Unit (EMU) equipment reported that the Office of the Sheriff had cancelled the contract for equipment rental. Since amendment 1A062 provided a transfer of three-quarters of the year that was budgeted for the EMU, Superintendent Hafemann reinstated the EMU program for a partial year. This required new MOU contracts to replace those that were approved but terminated prematurely (i.e. before the contract was scheduled to expire).

It was recently determined that, due to the success and growth of the program, the EMU contract with JusticePoint may exceed \$100,000 in billing in 2013. Therefore, we are now bringing it to the Board to confirm approval.

Discussion

As envisioned by the terms of the 2013 Adopted Budget and Amendment 1A062, the funds approved for EMU programming were to be transferred back to the House of Correction in order to enable the operation of the EMU program once the Superintendent was put into place. Since the Superintendent assumed control of the House of Correction in May of 2013, the funds were subsequently transferred to the HOC, and he reinstated the program as expected.

Given the success of the program, the number of inmates out on electronic monitoring via GPS has increased above projections. EMU billing is based on a sliding daily fee scale (currently \$11.50/day) for the number of inmates approved and out on electronic GPS monitoring. Based on the first billing for part of June and July, this year's charges could be over \$100,000. Since it may go over \$100,000, we are bringing this contract to the Board. We are also seeking retroactive approval since Amendment 1A062 funded the program for three-quarters of the year, and the contract was initiated to replace the EMU contract that was approved but terminated by the Sheriff.

Recommendation

It is recommended that the County Board of Supervisors confirm approval of this partial-year contract between the Superintendent of the House of Correction and JusticePoint Inc. Approval of this request will more formally approve the HOC contract with JusticePoint Inc. for the period of May 30, 2013 to December 31, 2013.

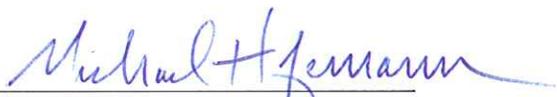
The HOC is considering changes to the program for 2014, so a recommendation for next year will be submitted at a later date.

Fiscal Effect

The costs for these services have already been identified in the 2013 and 2014 budget. The per diem revenues associated with the program were not fully incorporated into the 2013 budget, as more inmates are out in the program than originally anticipated. The net effect appears to be positive revenue of about \$102,000 for 2013. A fiscal note form is attached.

There can be additional costs associated with electronic monitoring which might be reflected elsewhere in the actual budget (e.g., additional Correction Officers to manage the program or participate in an Absconder unit). However, if this program is presented to the Board and re-approved in 2014, it should also be at a positive overall net savings with projected per diem revenues being greater than total operating expenditures. We are making that projection due to our 2013 estimates, and also because of the recent audit that was completed by the County's Audit Department which shows the cost benefits of maintaining a robust EM Program.

Respectfully Submitted,



Michael Hafemann, Superintendent
Milwaukee County House of Correction

cc: County Executive Chris Abele
Raisa Koltun, County Executive's Office
Kelly Bablitch, County Board
Don Tyler, Director, DAS
Josh Fudge, Fiscal & Budget Administrator, DAS
Steve Cady, Fiscal & Budget Analyst, County Board
Janelle Jensen, Committee Clerk-Finance, County Board Staff

(ITEM) From the Superintendent, House of Correction, requesting approval of a partial-year contract for Electronic Monitoring Unit (EMU) services with JusticePoint Inc, by recommending adoption of the following:

A RESOLUTION

WHEREAS, the 2013 Adopted Budget & Amendment 1A062 included funding for EM programming for three-quarters of the year and envisioned that once the Superintendent was put into place, the funds would be transferred to the HOC to enable operation of the EM program, and

WHEREAS, the contract with the vendor that supplied the EMU equipment reported that the Office of the Sheriff had cancelled the contract, so the Superintendent now requires approval of a replacement contract to continue EM programming for the remainder of 2013, and

WHEREAS, JusticePoint Inc has agreed to a partial-year contract, and

WHEREAS, the contract recommendation will result in operating expenditures of approximately \$108,000, which are reasonably within the funds available in the 2013 budget request; now, therefore

NOW BE IT FURTHER RESOLVED, that the Milwaukee County Board of Supervisors does hereby confirm authorization for the Superintendent of the House of Correction, or his designee, to proceed with the contract with JusticePoint Inc for the partial-year period of May 30, 2013 to December 31, 2013.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 09/30/2013

Original Fiscal Note X

Substitute Fiscal Note

SUBJECT: Request for approval of a partial-year contract for Electronic Monitoring Unit (EMU) services with Justice Point Inc estimated to total \$108,000 in expenditures in 2013.

FISCAL EFFECT:

No Direct County Fiscal Impact Increase Capital Expenditures

Existing Staff Time Required Decrease Capital Expenditures

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

Absorbed Within Agency's Budget Decrease Capital Revenues

Not Absorbed Within Agency's Budget

Decrease Operating Expenditures Use of contingent funds

Increase Operating Revenues

Decrease Operating Revenues

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

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	\$108,000	\$0
	Revenue	(\$210,000)	\$0
	Net Cost	(\$102,000)	\$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. 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 Superintendent of the House of Correction (HOC) is requesting approval of a partial-year contract between the HOC and JusticePoint Inc. There is no tax levy impact for the current year's budget. This is because in January of 2013, funds in the amount of \$657,500 were transferred from the House of Correction and Office of the Sheriff into the Appropriations for Contingency account. These monies were budgeted and previously contracted (by the Sheriff) for the Electronic Monitoring Units (EM or EMU) programming costs.

Earlier this year, the vendor that supplies the Electronic Monitoring Unit (EMU) equipment reported that the Office of the Sheriff had cancelled the contract for equipment rental. Since amendment 1A062 provided a transfer of "three-quarters of the year" that was budgeted for the EMU, Superintendent Hafemann reinstated the EMU program for a partial year. This required new MOU contracts to replace those that were approved but terminated prematurely (i.e. before the contract was scheduled to expire).

- B. As envisioned by the terms of the 2013 Adopted Budget and Amendment 1A062, the funds approved for EMU programming were to be transferred back to the House of Correction in order to enable the operation of the EMU program once the Superintendent was put into place. Since the Superintendent assumed control of the House of Correction in May of 2013, the funds were subsequently transferred to the HOC, and he reinstated the program as expected.

Given the success of the program, the number of inmates out on electronic monitoring via GPS has increased above projections. The billing is based on a sliding daily fee scale (currently \$11.50/day) for the number of inmates approved and out on electronic GPS monitoring. Based on the first billing for part of June and July, this year's charges could total \$108,000.

Amendment 1A062 funded the program for three-quarters of the year. Therefore, the HOC contract with JusticePoint Inc. is for the period of May 30, 2013 to December 31, 2013.

Total 2013 and 2014 operating expenditures included in this request are \$108,000. Funds that were transferred into the HOC's budget earlier this year for the EM programs are more than sufficient to cover these costs.

Changes may be made to this program, so we will be presenting our recommendations for the 2014 program at a later date.

- C. The tax levy impact associated with this request in 2013 will be positive, as revenues are greater than expected (due to number of inmates in the program) and will exceed the associated operating expenses of \$108,000. The EM program is currently generating a \$24 per diem per inmate (as set under County Ordinance 20.01*). This currently equates to about \$35,000 a month for a total of approximately \$210,000 by the end of the year. The impact, therefore, appears to be the net of \$102,000 in increased revenues.

There can be additional costs associated with electronic monitoring which might be reflected elsewhere in the actual budget (e.g., additional Correction Officers to manage the program or participate in an Absconder unit). However, if this program is presented to the Board and re-approved in 2014, it should also be at a positive overall net savings with projected per diem revenues being greater than total operating expenditures. We are making that projection due to our 2013 estimates, and also because of the recent audit that was completed by the County's Audit Department which shows the cost benefits of maintaining a robust EM Program.

This program does not impact capital expenditures.

- D. This proposal assumes that June to July billing estimates continue in 2013 and per diem set by Ordinance remains stable.

Department/Prepared By

Authorized Signature

Jane Jackson Fiscal Ops. Mgr.
Michael H. Jermann Superintendent

Did DAS-Fiscal Staff Review?

Yes

No

Did CBDP Review?²

Yes

No

Not Required

***20.01. Cost of maintaining prisoners at county jail and house of correction...**

Each prisoner listed in s. 303.08(4), Wis. Stats., is liable for charges in an amount of twenty-four dollars (\$24.00) per day, which represents the cost of his/her board in the jail or house of correction if confined pursuant to s. 303.08, Wis. Stats., Huber Law or s. 973.09(4), Wis. Stats., conditions of probation. In addition, those inmates on electronic surveillance shall be charged a rate of twenty-four dollars (\$24.00) per day.



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

STATE OF WISCONSIN

FIRST JUDICIAL DISTRICT

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

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

To: Chairwoman Marina Dimitrijevic
From: Chief Judge Jeffrey Kremers
Copy: Supervisor Theodore Lipscomb, Sr., Chair-Judiciary, Safety & General Services Committee
Date: September 26, 2013
RE: Items for October Judiciary, Safety & General Services Committee Meeting

Please place the following items on the October Judiciary, Safety and General Services Committee Meeting agenda:

- Requesting permission to execute a professional services contract for the period of November 1, 2013-October 31, 2014 with JusticePoint, Inc. in an amount not to exceed \$300,000 for provision of Central Liaison Unit services in support of Milwaukee County's Early Interventions Programs as described in the County's application to the United States Bureau of Justice Assistance for Phase II Justice Reinvestment Initiative funding.
- Requesting permission to transfer \$30,000 in 2011 Justice Assistance Grant funding to the 2013 JusticePoint Pretrial Supervision/ Pretrial Electronic Monitoring/Release Planning contract for the purpose of providing Strategies for Effective Pretrial Supervision (STEPS) training to 20 pretrial staff and to increase the current not to exceed amount of the 2013 professional services contract for the JusticePoint Pretrial Supervision/Pretrial Electronic Monitoring/Release Planning program from \$1,643,740 to \$1,673,740.

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 execute a professional services contract for the period of November 1, 2013-October 31, 2014 with JusticePoint, Inc. in an amount not to exceed \$300,000 for provision of Central Liaison Unit services in support of Milwaukee County's Early Interventions Programs as described in the County's application to the United States Bureau of Justice Assistance for Phase II Justice Reinvestment Initiative funding.

A RESOLUTION

WHEREAS, In 2011 Milwaukee County was selected by the United States Bureau of Justice Assistance (BJA) to participate in the Justice Reinvestment Initiative (JRI); and

WHEREAS, On April 11, 2013 Milwaukee County submitted to BJA a Phase II JRI funding request in support of Milwaukee County's Early Interventions diversion and deferred prosecution agreement programs; and

WHEREAS, On June 7, 2013 Milwaukee County received from the Bureau of Justice Assistance a funding award notice in the amount of \$300,000 in support of the County's Early Interventions programs; and

WHEREAS, On July 25, 2013 the Milwaukee County Board of Supervisors (File No. 13-584) granted the Chief Judge permission to receive the grant funds and to issue a competitive request for proposals for provision of Central Liaison Unit services; and

WHEREAS, On August 12, 2013, the competitive request for proposals was issued with a proposal due date of September 13, 2013; and

WHEREAS, On September 13, 2013, JusticePoint was the only entity to submit a proposal for provision of these services; therefore

BE IT RESOLVED, that the County Board of Supervisors does hereby authorize the Chief Judge to execute a professional services contract for the period of November 1, 2013-October 31, 2014 with JusticePoint, Inc. in an amount not to exceed \$300,000 for provision of Central Liaison Unit services in support of Milwaukee County's Early Interventions Programs as described in the County's application to the United States Bureau of Justice Assistance for Phase II Justice Reinvestment Initiative funding.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 09/26/2013

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Justice Reinvestment Phase II Grant-JusticePoint Contract

FISCAL EFFECT:

- | | |
|---|--|
| <input type="checkbox"/> No Direct County Fiscal Impact | <input type="checkbox"/> Increase Capital Expenditures |
| <input type="checkbox"/> Existing Staff Time Required | <input type="checkbox"/> Decrease Capital Expenditures |
| <input checked="" type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues |
| <input 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	300,000	
	Revenue	300,000	
	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 \$300,000 in operating expenditures in Org. Unit 2900, Pretrial Services for the period of January 1, 2013-December 31, 2013 will be offset by an increase in operating revenue from the Bureau of Justice Assistance Justice Reinvestment Phase II grant award received on June 7, 2013. This award is in the amount of \$300,000 and results in an increase in the original Org. Unit 2900 2013 approved budget. A professional services contract will be executed with JusticePoint, Inc. for the period of November 1, 2013-October 31, 2014 in an amount not to exceed \$300,000.

This 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

CBDP reviewed the RFP for these services and set a 3% goal on this contract.

Draft contract and DBE documents emailed to CDBP 9/26/13.

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.

CONTRACT FOR SERVICES

Between

MILWAUKEE COUNTY

AND

JUSTICEPOINT, INC.

THIS CONTRACT, entered into by and between JusticePoint, Inc. (hereinafter called “Contractor”) incorporated under Wisconsin Statutes and Milwaukee County (hereinafter called the “County”) is for the purpose of operating a Milwaukee County Diversion/Deferred Prosecution Agreement Program, as identified in the Scope of Services below:

RECITALS

WHEREAS, In 2011 Milwaukee County was selected by the United States Bureau of Justice Assistance (BJA) to participate in the Justice Reinvestment Initiative (JRI); and

WHEREAS, On April 11, 2013 Milwaukee County submitted to BJA a Phase II JRI funding request in support of Milwaukee County’s Early Interventions diversion and deferred prosecution agreement programs; and

WHEREAS, On June 7, 2013 Milwaukee County received from the Bureau of Justice Assistance a funding award notice in the amount of \$300,000 in support of the County’s Early Interventions programs; and

WHEREAS, On July 25, 2013 the Milwaukee County Board of Supervisors (File No. 13-584) granted the Chief Judge permission to receive the grant funds and to issue a competitive request for proposals for provision of Central Liaison Unit services; and

WHEREAS, On August 12, 2013, the competitive request for proposals was issued with a proposal due date of September 13, 2013; and

WHEREAS, On September 13, 2013, JusticePoint was the only entity to submit a proposal for provision of these services; and

WHEREAS, On November 7, 2013, the Milwaukee County Board of Supervisors (File No. ___-___) did authorize the Chief Judge to execute a professional service contract with JusticePoint Inc. for provision of **Milwaukee County Early Interventions Program-Central Liaison Unit Services**; and

WHEREAS, THE CONTRACTOR represents self as being capable, experienced and fully qualified to undertake, perform and fulfill the services, obligations, and conditions of this Contract:

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

I. RETENTION OF SERVICES

Milwaukee County hereby agrees to engage Contractor, and Contractor hereby agrees to perform all services under this Contract in accordance with its terms and conditions. Contractor agrees that time is of the essence for certain elements of this contract as established in the Scope of Services below, and will meet all deadlines and schedules as set forth.

II. GENERAL REQUIREMENTS

Contractor is required to:

- A. Do, perform, and carry out in a professional, timely, and proper manner, all of the services specified by this Contract.
- B. Coordinate with the Chief Judge, or designee, and comply with the agreed time of schedules, work hours, and payment terms.

III. SCOPE OF SERVICES

The contractor shall provide and operate the following services/programs. Contractor shall provide these services as described in Milwaukee County's Justice Reinvestment Phase II Application (Appendix A) except as may be modified or changed by this contract.

Early Interventions Central Liaison Unit

Contractor shall establish the Central Liaison Unit (CLU). Responsibilities of this unit shall include:

- 1. Oversight of the conduct of and quality assurance for risk/needs assessments and other eligibility screening for diversion/deferred prosecution agreement cases;
- 2. Coordination with the Milwaukee County Sheriff's Department, the Courts, the DA's Office and the Milwaukee Public Defenders Office for selection and management of diversion/deferred prosecution cases;
- 3. Liaison with community service and treatment providers, as well as others, around service delivery for program participants;
- 4. Maintenance of the Early Interventions Provider Network Directory;
- 5. Coordination of program placement, participation and outcomes with Network providers;
- 6. Programmatic oversight and case management of diversion/deferred prosecution cases;
- 7. Performance measurement and outcome reporting to the CJC/JRI Policy Team.

IV. Staffing

- 1. Contractor shall assign a total of 4.0 FTE positions to the above programs.
 - 1.0 FTE CLU Coordinator
 - 1.0 FTE Deferred Prosecution Case Manager
 - 1.0 FTE Deferred Prosecution Case Manager/Cognitive Behavioral Intervention Facilitator
 - 1.0 FTE Diversion Case Manager

The Contractor shall provide all personnel and equipment required to perform services under this contract.

The scope and nature of services provided under this contract may be changed at the discretion of the Chief Judge or his designee as long as such changes can be made within the existing budget of the program. The Chief Judge or his designee, in consultation with the Contractor, may make changes to programming or services requiring additional staff resources, provided additional funding is obtained.

Except as provided herein, the Contractor shall determine the methods, procedures and personnel policies to be used in initiating and furnishing services. Such methods, procedures and personnel policies shall be written and will be provided to the Chief Judge or his designee within 60 days of acceptance of this contract.

V. PROGRAM OUTCOMES

Contractor will provide complete, accurate and timely entry of all program participant data and activity necessary to report the program outcome and performance measures described in the Justice Reinvestment Phase II application. In addition, contractor agrees to comply with all reporting requirements described in the Subaward Agreement between Milwaukee County and the Center for Effective Public Policy. (Appendix B)

VI. DURATION OF CONTRACT

The contract period shall be from November 1, 2013 through October 31, 2014. The Chief Judge in agreement/negotiation with the contractor may issue contract extensions through December 31, 2014. This contract and any contract extension(s) are contingent upon continued provision of funding by the United States Bureau of Justice Assistance (BJA).

VII. COMPENSATION, BILLING AND PAYMENT

Contractor shall be compensated for work performed in general accordance with the applicable rules, procedures and regulations of Milwaukee County. **Total direct compensation to the Contractor shall not exceed \$300,000.** Compensation is contingent upon BJA making available funding for provision of these services. Administrative costs may not exceed 12% of the total direct costs for the program(s).

Contractor shall be paid based on actual expenses incurred as supported by submission of a monthly invoice.

Compensation for services required under this contract shall be contingent upon satisfactory performance of work as ascertained and/or reported to the Office of the Chief Judge. The Chief Judge reserves the right to approve all program budgets and only expenses included in said approved budget(s) may be paid. In the event of a dispute as to the services performed or compensation to be paid, the decision of the Chief Judge shall prevail.

Contractor shall provide the Chief Judge and his designee with monthly billings that include:

- A. Names of employees assigned to each program area and the percentage of time each position is devoted to the program.
- B. Cost of personnel and fringe benefits by program area.
- C. Costs of other expenditures by program area.
- D. Cost of administration and indirect costs, by item detail, outside of program area.
- E. DBE Professional Services Monthly Report.

Monthly billing and related information will be due in the Office of the Chief Judge by the 15th day of the succeeding month.

Contractor agrees to provide all financial reports and any supporting documentation as requested or required by the Office of the Chief Judge, BJA and/or Center for Effective Public Policy.

VIII. REPORTS

Accountability will be ensured through regular reporting of program activities and outcomes to the Office of the Chief Judge, BJA and the Center for Effective Public Policy.

Contractor will provide complete, accurate and timely entry of all program participant data and activity necessary to report the program outcome and performance measures described in the Justice Reinvestment Phase II application. In addition, contractor agrees to comply with all reporting requirements described in the Subaward Agreement between Milwaukee County and the Center for Effective Public Policy. (Appendix B)

IX. RIGHT OF REFUSAL

The Contractor retains the right to refuse any defendant referred to the Contractor who is unsuitable for the program or poses a substantial risk to the Contractor.

X. COUNTY RESPONSIBILITIES

Space

Milwaukee County shall provide office space for the Contractor as may be available, heat, light, maintenance, and janitorial services in the Milwaukee County Safety Building.

Network Connections

Milwaukee County will provide access to the Criminal Justice Information System (CJIS).

XI. MODIFICATION/EXTENSION/TERMINATION OF CONTRACT

Milwaukee County and/or the Office of the Chief Judge reserves the right to modify any contract for services provided the vendor is given notice at least 30-days in advance of said modification.

In the event the vendor terminates the contract for any reason whatsoever, such termination will require written notice, delivered to the Office of the Chief Judge, to that effect not less than ninety (90)-days prior to said termination. Vendor agrees that it will refund to Milwaukee County within fourteen (14) days of said termination, all payments made by Milwaukee County to the vendor for any work not completed.

Milwaukee County and/or the Office of the Chief Judge may terminate the contract at any time at its sole discretion by delivering ninety (90)-days written notice to the vendor. Milwaukee County and/or the Office of the Chief Judge may request immediate removal of the vendor for performance problems such as lack of quantity or quality of work; inability to establish effective working relationships; non-compliance with County standards; inability to follow directions; abuse of facilities; and/or other performance problems. Upon termination, Milwaukee County's liability will be limited to the cost of services performed as of the date of termination.

XII. GENERAL CONDITIONS

A. Access to Records/Audit & Open Records Law

Pursuant to the applicable Milwaukee County rules and regulations, vendor understands that if requested by the County and/or the Office of the Chief Judge, it shall make available its' business and/or program records relating to provision of services under the contract to the county auditors or Chief Judge's staff for purposes of an audit, quality assurance review, or for compliance with Wisconsin State Open Records Law. Vendor also agrees to comply with the Wisconsin State Open Records Law to the extent it is applicable to the vendor. The Office of the Chief Judge shall have off-site electronic access to program database records. All materials and products resulting from this project are the exclusive property of Milwaukee County.

B. Indemnity

The Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County, and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Contractor, or its' (their) agents which may arise out of or are connected with the activities covered by this agreement. Contractor shall indemnify and save the County harmless from any award of damages and costs against County for any action based on U.S. Patent of Copyright infringement regarding computer programs involved in the performance of the tasks and services covered by this agreement.

C. Insurance

Vendor agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Worker's Compensation laws and/or include insurance coverage for Worker's Compensation claims as required by the State of Wisconsin, including employer's liability and business insurance covering general liability and automobile coverage in the following minimum amounts:

<u>Type of Coverage</u>	<u>Minimum Amounts</u>
Wisconsin Worker's Compensation Employer's Liability & Disease	Statutory (Waiver of Subrogation) \$100,000/\$500,000/\$100,000
Commercial or Comprehensive General Liability	
Bodily Injury & Property Damage Including Personal Injury, Fire, Legal & Contractual	\$1,000,000 Per Occurrence
Professional Liability	\$1,000,000 General Aggregate \$1,000,000
Automobile Liability	
Bodily Injury & Property Damage All Autos Owned, non-owned and/or hired	\$1,000,000 Per Accident

Coverage shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Such coverage must be maintained during the life of the contract including renewals.

Milwaukee County shall be named as additional insured, as interests may appear, and be afforded thirty (30)-day written notice of cancellation of renewal. A certificate indicating above coverage shall be submitted for review and approval by Milwaukee County for the duration of this agreement. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to Milwaukee County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to Milwaukee County for approval prior to the commencement of activities under this contract.

D. Security

All employees and agents of the Contractor providing any pretrial program or service shall be subject to screening by the Chief Judge or his designee. This screening may include but not be limited to a reference check; criminal conviction check and active warrant check. The arrest and/or charging with a criminal act, including misdemeanors may result in such staff being barred from working in the pretrial service program.

E. Non-Discrimination

The Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, sex or handicap, which shall include but not be limited to: recruitment or recruitment advertising; employment upgrading; demotion or transfer; lay-off or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. A violation of this provision shall be sufficient cause for the County to terminate the contract pursuant to County Ordinance 56.17-Non-Discriminatory Contracts.

F. Disadvantage Business Enterprise

1. Consultant/service provider shall comply with CFR 49 Part 26 and Chapter 42 of the Milwaukee County Ordinances, which requires Good Faith Efforts (GFE) to achieve participation of certified Disadvantaged Business Enterprise (DBE*) firms on all USDOT and Milwaukee County funded professional service contracts. In accordance with this Milwaukee County policy and US DOT requirements, the consultant/service provider shall ensure that DBEs have an opportunity to participate in this project/contract. The efforts employed by the consultant/service provider should be those that one could reasonably expect a consultant/service provider to take if the consultant/service provider were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. (49 CFR §26.53 and Appendix A to 49 CFR Part 26 which provides guidance regarding GFE). For a list of Milwaukee County certified DBEs, go to

* The term "DBE" means small business concerns known as Disadvantaged Business Enterprise (DBE) firms owned at least 51% by socially and economically disadvantaged individuals, and certified by Milwaukee County under CFR 49 Part 26.

www.milwaukeecounty.org and do a search for “certified vendor” and then click on “certified Vendor List”. If you need additional assistance, contact the Community Business Development Partners (CBDP) Office at (414) 278-5248.

2. The Community Business Development Partners (CBDP) Office of Milwaukee County is authorized to make the determination that consultant/service provider has made a good faith effort (GFE) to achieve the required DBE participation by doing either of the following:
 - a. Shows evidence that it has met the DBE participation by submitting a complete Commitment to Subcontract to DBE Firms (DBD-014PS) form; or
 - b. Documents that it made good faith efforts to meet the DBE participation goal, even though it did not succeed in achieving it. . In this case, the consultant/service provider must submit the Certificate of Good Faith Efforts (DBD-001PS form) and all relevant documentation to the CBDP office for its GFE determination within three (3) working days of notification of being the successful proposer.
3. DBE Participation Goal: Consultant/service provider shall utilize DBE firms to a **minimum of 3%** of the total contract. DBE participation requirement relative to contract award shall be based upon the approved Milwaukee County Commitment to Subcontract to DBE Firms (DBD-014PS form). Consultants/service providers receiving additional work on the contract in the form of change orders, etc. shall be expected to increase DBE participation proportionally.
4. When evaluating the performance of this contract, Milwaukee County reserves the right to conduct compliance reviews and request, both from the prime consultant/service provider and DBE sub-consultant(s), documentation that would indicate level of compliance. If the consultant/service provider is not in compliance with the specifications, the County will notify the consultant/service provider in writing of the corrective action that will bring the consultant/service provider into compliance. If the consultant/service provider fails or refuses to take corrective action as directed, Milwaukee County may take one or more of the actions listed below:
 - a. Terminate or cancel the contract, in whole or in part.
 - b. Remove the consultant/service provider from the list of qualified consultant/service providers and refuse to accept future proposals for a period not to exceed three (3) years.
 - c. Impose other appropriate sanctions, including withholding any retainage or other contract payments due which are sufficient to cover the unmet portion of the DBE goal, where the failure to meet the goal is the result of a finding by the DBD of consultant/service provider’s bad faith.
 - d. If the consultant/service provider has completed its contract, and the goal was not met due to an absence of good faith on the part of the consultant/service provider as determined under Section 4, above, the parties agree that the proper measure of damages for such non-compliance shall be the dollar amount of the unmet portion of the DBE goal. The county may in such case retain any unpaid contract amounts and retainage otherwise due the consultant/service provider, up to the amount of the unmet goal. If insufficient funds remain in the contract account to compensate the county up to that amount, Milwaukee County may bring suit to recover damages up to the amount of unmet goal, including interest at the rate of 12% annually, plus the County’s costs, expenses and actual attorney’s fees incurred in the collection action.

5. DBE Utilization Reports/Payment Applications. DBE Utilization Reports (**DBD-016PS form**) must be submitted with the Payment Applications. These reports must cover the period from the start of the project to the end of the period covered by the payment application being submitted or the period since the last payment application. The reports must be submitted even if no DBE activity took place during the period being reported. The County Project Manager will reject payment applications that are not in compliance with this section.
6. Final Payment Verification. The prime consultant/service provider must submit the "DBE Subcontractor Payment Certification" form (**DBD-018PS form**) and the final DBE Utilization Report along with their Final Payment Application. The County Project Manager will not process the Final Payment Application if these reports are not submitted.

G. Independent Contractor

Nothing contained in this Contract shall constitute or be construed to create a partnership or joint venture between Milwaukee County or its successors or assigns and Contractor or their successors or assigns. Neither Contractor nor Contractor's employees shall be deemed to be employees of Milwaukee County. Contractor is at all times acting and performing as an independent contractor duly authorized to perform the acts required hereunder.

H. Code of Ethics

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

I. Furniture/Equipment/Supply Purchases

All computer equipment, printers, copiers, fax machines, hardware, software, office furniture, office supplies or program participant bus tickets purchased using funds under this contract are and shall remain the property of Milwaukee County.

IN WITNESS WHEREOF,

JUSTICEPOINT, Inc. and MILWAUKEE COUNTY HAVE EXECUTED THIS CONTRACT
EFFECTIVE NOVEMBER 1, 2013.

Approved by Corporation Counsel

Reviewed by Risk Manager

Date

Date

Chief Judge on behalf of Milwaukee
County

JusticePoint, Inc.

Jeffrey A. Kremers

Nick Sayner

Date

Date

Reviewed by CBDP

Date

DRAFT



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
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BRUCE M. HARVEY
District Court Administrator
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BETH BISHOP PERRIGO
Deputy District Court Administrator
Telephone: (414) 278-5025

STATE OF WISCONSIN

FIRST JUDICIAL DISTRICT

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

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

To: Chairwoman Marina Dimitrijevic
From: Chief Judge Jeffrey Kremers
Copy: Supervisor Theodore Lipscomb, Sr., Chair-Judiciary, Safety & General Services Committee
Date: September 26, 2013
RE: Items for October Judiciary, Safety & General Services Committee Meeting

Please place the following items on the October Judiciary, Safety and General Services Committee Meeting agenda:

- Requesting permission to execute a professional services contract for the period of November 1, 2013-October 31, 2014 with JusticePoint, Inc. in an amount not to exceed \$300,000 for provision of Central Liaison Unit services in support of Milwaukee County's Early Interventions Programs as described in the County's application to the United States Bureau of Justice Assistance for Phase II Justice Reinvestment Initiative funding.
- Requesting permission to transfer \$30,000 in 2011 Justice Assistance Grant funding to the 2013 JusticePoint Pretrial Supervision/ Pretrial Electronic Monitoring/Release Planning contract for the purpose of providing Strategies for Effective Pretrial Supervision (STEPS) training to 20 pretrial staff and to increase the current not to exceed amount of the 2013 professional services contract for the JusticePoint Pretrial Supervision/Pretrial Electronic Monitoring/Release Planning program from \$1,643,740 to \$1,673,740.

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 transfer \$30,000 in 2011 Justice Assistance Grant funding to the 2013 JusticePoint Pretrial Supervision/ Pretrial Electronic Monitoring/Release Planning contract for the purpose of providing Strategies for Effective Pretrial Supervision (STEPS) training to 20 pretrial staff and to increase the not to exceed amount of the 2013 professional services contract for the JusticePoint Pretrial Supervision/Pretrial Electronic Monitoring/Release Planning program from \$1,643,740 to \$1,673,740.

A RESOLUTION

WHEREAS, The Milwaukee County Board of Supervisors adopted the 2013 budget on November 5, 2012 (File No. 12-788), 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, Milwaukee County continues to participate in the National Institute of Corrections Evidence Based Decision Making Initiative; and

WHEREAS, Milwaukee County continues its efforts to develop and employ the use of evidence based best practices in the criminal justice system; and

WHEREAS, On any given day, there are approximately 1,400 defendants under pretrial supervision; and

WHEREAS, Pretrial officers have the potential to impact outcomes significantly through daily interactions with defendants under their supervision; and

WHEREAS, By adopting a different approach to interactions with defendants, pretrial officers can be more effective in promoting long term public safety, reducing violations, and helping individuals develop functional, pro-social lifestyles; and

WHEREAS, The STEPS training is designed to equip pretrial officers with evidence based knowledge and skills in effective pretrial supervision strategies; therefore

BE IT RESOLVED, that the County Board of Supervisors does hereby authorize the Chief Judge to transfer \$30,000 in 2011 Justice Assistance Grant funding to the 2013 JusticePoint Pretrial Supervision/ Pretrial Electronic Monitoring/Release Planning contract for the purpose of providing Strategies for Effective Pretrial Supervision (STEPS) training to 20 pretrial staff and to increase the not to exceed amount of the 2013 professional services contract for the JusticePoint Pretrial Supervision/Pretrial Electronic Monitoring/Release Planning program from \$1,643,740 to \$1,673,740.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 09/26/2013

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Strategies for Effective Pretrial Supervision Training-JusticePoint Contract Amendment

FISCAL EFFECT:

- | | |
|---|--|
| <input type="checkbox"/> No Direct County Fiscal Impact | <input type="checkbox"/> Increase Capital Expenditures |
| <input type="checkbox"/> Existing Staff Time Required | <input type="checkbox"/> Decrease Capital Expenditures |
| <input checked="" type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues |
| <input 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	30,000	
	Revenue	30,000	
	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.

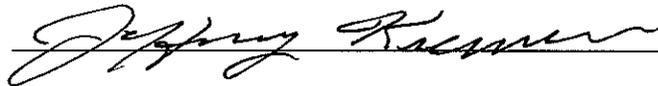
- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current 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 \$30,000 in operating expenditures in Org. Unit 2900, Pretrial Services for the period of January 1, 2013-December 31, 2013 will be offset by an increase in operating revenue from 2011 Justice Assistance Grant funding. Increase of \$30,000 in 2013 Pretrial Supervision/GPS/Release Preparation professional services contract with JusticePoint, Inc. to allow for provision of STEPS training for pretrial supervision staff. Additional funding results in increase of total direct compensation from \$1,643,740 to \$1,673,740.

This 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.

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

COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION

Date: October 2, 2013

To: Supervisor Willie Johnson, Jr., Co-Chair, Finance, Personnel and Audit Cte
Supervisor David Cullen, Co-Chair, Finance, Personnel and Audit Cte
Supervisor Theo Lipscomb, Sr., Chair, Judiciary, Safety, and General Services
Cte

From: Chris Lindberg, Chief Information Officer, IMSD

Subject: Informational Report: Public Safety Radio System Migration (WO614 –
Build Out Ten Sites to Digital)

ISSUE

Milwaukee County, through the Department of Administrative Services – Information Management Services Division (IMSD), provides oversight and management of the Milwaukee County public safety radio system. The system is an analog 800MHz trunked simulcast radio system that provides support to the Milwaukee County Sheriff's Department, Milwaukee County Transit System, Department of Public Works, Zoo, Parks and first responder agencies (police/fire/EMS) of seventeen municipalities throughout the region. The system began as a single site, 8-channel, analog trunked system. Between 1993 and 2000 the system ultimately grew to its current state, a nine site, 14 channel system with approximately 4,200 subscriber radios.

Due to age and outdated design, the Milwaukee County radio system has become both difficult and expensive to maintain. Many system components of the current radio system are no longer manufactured nor supported which renders Milwaukee County at a critical point where the radio system must be replaced. As part of the approved 2010 and the 2013 Capital Budget, the County Board of Supervisors and the County Executive approved capital project WO614, Build-Out Ten Sites to Digital.

BACKGROUND

Over the years, IMSD has been actively exploring opportunities with the City of Milwaukee, surrounding counties and the state of Wisconsin in order to promote interoperability and intergovernmental cooperation in the public safety communication arena. Early on, it was discovered that Waukesha County is on track to replace its aging radio infrastructure and migrate to the same technology, an 800 MHz digital simulcast trunked radio system, within a similar time frame as Milwaukee County. Through initial analysis by Waukesha and Milwaukee Counties of cross border communications (and later validated by the communications consulting firm), it was concluded that a regional approach to 800MHz trunked radio would enhance the safety of Milwaukee and Waukesha County agencies by providing borderless radio system coverage. Studies indicated that a resulting unified system would not only promote interoperability and intergovernmental cooperation, but also expand wide-area coverage, improve reliability, and likely do so at lower end-user operating and programming costs than if the two systems remain isolated.

In May of 2012, the County Board of Supervisors and the County Executive authorized

IMSD to execute a Memorandum of Understanding (MOU) and partner with Waukesha County Department of Emergency Preparedness/Radio Services (Waukesha County) to jointly retain the services of a communications consulting firm. A Request for Proposal (RFP) was issued and Milwaukee and Waukesha Counties contracted with CDX Wireless Inc. (CDX). CDX was contracted to understand and document Milwaukee County and Waukesha County public safety communication requirements, to describe alternative radio infrastructure design and implementation concepts, to develop documentation for the technical specifications, to calculate budgets (both capital and on-going) and to draft and assist in administering a RFP for the replacement of each aging radio system.

CURRENT STATE

In November of 2012, CDX completed the study of the Bi-County radio system and an RFP was let on April 12, of 2013. The RFP was sent to nine (9) radio vendors, advertised through the Daily Reporter and posted on the Milwaukee and Waukesha County Websites. Three respondents representing four different manufacturers of radio technology submitted proposals. Proposals were rated based on technology, cost, experience/qualifications, implementation and thoroughness in response as it relates to project plan and support.

Upon review of the proposals during September, 2013, it was determined that Motorola, Inc. was the responsive, responsible vendor who scored the highest total on the evaluation criteria.

In August, 2013, at the direction of the Intergovernmental Cooperation Council of Milwaukee County (ICC), Milwaukee County was asked to participate in communication sessions along with three (3) municipal mayors (or their representative), representatives from the Milwaukee County fire association, Milwaukee County police association and staff members from the State Department of Transportation and the Office of Justice Assistance to:

- gain an understanding of the state radio system (WISCOM) and to evaluate potential opportunities,
- to educate participating committee members on the proposed Milwaukee/Waukesha Bi-County radio system

The major outcome from these meetings was the cementing of Mutual Understandings and Agreements between Milwaukee County and WISCOM (Attachment A) and the affirmation that Milwaukee County is on the right path with the Bi-County radio system. At the final meeting Milwaukee County communicated, and re-affirmed with the participants, the intent to continue the radio replacement/digital migration path with Waukesha County.

IMSD has prepared a Frequently Asked Questions (FAQ) document that addresses, at a high level, the radio project goals, County and WISCOM communications, Interoperability, potential system costs, governance of the Milwaukee County system, and general information regarding WISCOM and their radio supplier, EF Johnson. This document has been included for your review. Please see Attachment B.

NEXT STEPS

Over the next few weeks, IMSD, with the assistance of the Department of Administrative Services and Corporation Counsel, will negotiate a procurement contract with Motorola Inc. It is anticipated that the contract will be complete and submitted to the County Board of Supervisors and the County Executive for approval in the December cycle.

RECOMMENDATION

The Chief Information Officer respectfully requests this report to be received and placed on file.

Prepared by:

Approved by:

Laurie Panella, IMSD

Chris Lindberg, IMSD

Deputy Chief Information Officer

Chief Information Officer

cc: Chris Abele, County Executive
Amber Moreen, Chief of Staff, County Executive's Office
Raisa Koltun, Director of Legislative Affairs, County Executive's Office
Supervisor Jason Haas, Vice Chair, Finance, Personnel and Audit Cte
Supervisor Mark Borkowski, Vice Chair, Judiciary, Safety, and General Services Cte
Don Tyler, Director, DAS
Josh Fudge, Budget Director, DAS
Steve Cady, Research Analyst, County Board
Martin Weddle, Pol. Res. Analyst, County Board
Janelle Jensen, Committee Clerk, Finance and Audit Committee
Alexis Gassenhuber, Committee Clerk, Judiciary, Safety, and General Services Cte
Dan Laurila, Fiscal Mgt Analyst, DAS
Rich Foscatto, IT Director of Applications, IMSD
Marlinda Sisk, Fiscal and Budget Manager, IMSD
Hugh Morris, Business Systems Project Manager, IMSD

Summary of Mutual Understanding and Agreement Between WISCOM and Milwaukee County

We Mutually Understand that...

- Collaboration between Milwaukee County and WISCOM has been difficult in the past. The lack of collaboration has resulted in a potentially fragmented approach to solving Milwaukee County's needs for a new reliable public safety radio system. Regardless of the outcome, WISCOM and Milwaukee County cannot escape an on-going relationship.
- Waukesha County will proceed with their managed RFP process. They do not intend to slow or stop their process. Vendors who chose not to participate in Waukesha County's bid process will not be allowed participate.
- WISCOM is not currently funded to install and operate local 800 MHz network broadly (countywide) in Milwaukee County. Therefore, local municipalities and agencies signing on to WISCOM will have to purchase and build out the infrastructure through EF Johnson.
- Milwaukee County is not fully funded yet but expected to be so once budget deliberations are completed. Unless other sources of funding are identified, it is likely that Milwaukee County's Public Safety Radio replacement project will take several years. Milwaukee County's current radio system will be operated and maintained until the new system is operational.
- Local municipalities and agencies will be required to replace non-P25 trunking radio handsets regardless of the solution. Neither WISCOM nor Milwaukee County will provide funding for those investments.
- WISCOM will continue to provide 800 MHz services using its technologies in Milwaukee County to those local, State or Federal agencies/organizations requiring that service.
- WISCOM will continue to respond to opportunities to build 800 MHz digital systems in Milwaukee County, where appropriate, to meet the needs of its user agencies.

We Mutually Agree that...

- A digital 800 MHz radio system is the best choice for the County and municipal public safety agencies in Milwaukee County.
- Milwaukee County and WISCOM will collaborate in a positive manner to deliver, manage and support a public safety radio system that meets the requirements of its citizens and agencies.
- Regarding interoperability:
 - Whatever system is selected, WISCOM and Milwaukee County must interoperate.
 - WISCOM's mission is to provide one fully interoperable system across the state of Wisconsin using an interoperability architecture based on industry standards.
 - Milwaukee County's mission is to provide one fully interoperable system across Milwaukee and Waukesha Counties using an interoperability architecture based on industry standards.
 - WISCOM's interoperability across the state is better than the Milwaukee County Solution.

- WISCOM and the Milwaukee County Solutions both offer excellent interoperability within the county.
- Milwaukee County reserves the right to determine its course of action with respect to acquiring a new public radio system. This means that Milwaukee County might continue on its current path with Waukesha County or choose an alternate approach to solving its needs.
- Interoperability is important for all parties and inherent in both the WISCOM and Milwaukee County solutions.
- Funding to build and operate a new radio system, regardless of the specific solution, is not likely to come from the state of Wisconsin.



FAQ

800 MHz Simulcast Public Safety Radio System

PROJECT GOALS AND OVERALL STATUS

What is Milwaukee County attempting to accomplish?

***Answer:** Milwaukee County is working to replace the existing county-wide public safety radio system with a new system that meets user-requirements for levels of service (coverage, capacity, interoperability, features, security, reliability, and maintainability) at the best overall total cost (including capital infrastructure, capital user-equipment, and operations/maintenance costs). Because the new system will be used for mission-critical, public safety communications, we seek the right balance of best-service and best-cost, not necessarily the cheapest system.*

Our desire is to provide the right level of radio communications to all public safety and public service agencies in Milwaukee County – either directly to those that natively use the new system or indirectly through interoperability mechanisms to those that use other systems.

Why do we even need to upgrade our current radio system?

***Answer:** Milwaukee County operates an aged analog 800 MHz trunked radio system that provides support to the Milwaukee County Sheriff's Department, Milwaukee County Transit System, Department of Public Works, Zoo, Parks and first responder agencies (police, fire & EMS) in 17 municipalities within the County. It currently includes nine sites and a 14-channel analog system with approximately 4,200 subscriber radios. Many system components of the current system, dating back to the 1990s, are no longer manufactured nor supported; therefore, Milwaukee County and the municipalities are at a critical point requiring that the system be replaced.*

What is the current status of this project?

***Answer:** Milwaukee County and Waukesha County have released a Request for Proposals (RFP) for a new radio system that would serve both counties, meeting the identified levels of service in each county independently but also providing for enhanced interoperability between the counties while sharing the burden of costs of some 'core components'. The counties just recently identified a vendor (Motorola) from among the three that responded to this RFP and are in the early phase of negotiations.*

In the meantime, Milwaukee County has engaged in dialogue with the State of Wisconsin regarding the statewide WISCOM radio system to determine if/how WISCOM could meet the county's goals.



FAQ

800 MHz Simulcast Public Safety Radio System

MILWAUKEE COUNTY AND WISCOM

What is WISCOM?

Answer: Principally based on VHF technologies to provide wide area rural coverage, the Wisconsin Interoperable System for Communications (WISCOM) is a shared system that first responders in communities across the state will use to communicate during a major disaster, large-scale incident or other events.

What dialogue has Milwaukee County had with WISCOM?

Answer: We originally met with WISCOM in 2011 to discuss the potential for synergies but found at that time the WISCOM technology vendor of choice did not offer an 800 MHz simulcast system. Since then, WISCOM's vendor, EF Johnson, has launched new simulcast platform offerings. Because of those new offerings, senior staff members from Milwaukee County engaged in a series of meetings with senior staff members of WISCOM throughout the month of September to establish a common agreement and understanding of where the two agencies may work together. Milwaukee County and WISCOM jointly updated the ICC subcommittee facilitated by Rob Henken of Public Policy Forum. A summary of the mutual understanding and agreement between the two agencies is attached.

So what were the outcomes of the dialogue?

Answer: In a nutshell, both parties acknowledged the need for continued dialogue and strengthening of the relationship. Milwaukee County reported at the September 24th meeting that they were moving forward with the joint RFP process with Waukesha County. Among other reasons, the two primary drivers for this decision were: EF Johnson's lack of a proven track record on the installation of 800 MHz simulcast technologies of this scale and magnitude; and, the importance of leveraging the RFP and interoperability work with Waukesha County.

What's the downside of Milwaukee County not going with WISCOM?

Answer: The primary benefit WISCOM offers is statewide full interoperability without having to "click" to another channel for those users that have VHF-capable radios. While the vision of having "one statewide system" makes a lot of sense, the relative scarcity of licensable, dedicated public safety channels available in southeast Wisconsin necessitates an 800 MHz simulcast radio system. Therefore, our choice was to implement our own 800 MHz system (in conjunction with Waukesha County) or to pay for an 800MHz Milwaukee County deployment of WISCOM.

In choosing to do the former, we'll have to use inter-system talk-groups to communicate with WISCOM users (including any that are from WISCOM-using agencies within Milwaukee County). This will be true for other counties and agencies across the State that have chosen not to move forward with WISCOM's underlying technology provider, EF Johnson. The concern for Milwaukee County is the lack of a



FAQ

800 MHz Simulcast Public Safety Radio System

demonstrated ability of EF Johnson's new technologies to consistently and reliably meet the high call volume needs within a densely urbanized county. In other words, public safety comes first.

INTEROPERABILITY BETWEEN SYSTEMS

Will moving forward with the joint RPF process limit radio interoperability within Milwaukee County?

***Answer:** No. Milwaukee County and all agencies signing onto the platform will have full interoperability within the County, including with WISCOM agencies.*

What about interoperability outside of Milwaukee County?

***Answer:** Full "native" interoperability will be available among users of the Milwaukee and Waukesha joint system. We learned through the investigations process that led to the RFP that this was an absolutely critical requirement for users in both counties. There will also be direct inter-system connections with the City of Milwaukee Police/Fire (OpenSky) system and with WISCOM. When users of the new Milwaukee and Waukesha joint system want to talk to users on WISCOM and/or OpenSky, they will all select a special inter-system talkgroup and begin communicating (provided they have coverage from their system). For users with dual-band (800 MHz and VHF) radios, they will have statewide access to these inter-system talkgroups on WISCOM (which is primarily a VHF-based system). There will also be patches/gateways to the channels and talkgroups of other important systems like those from neighboring counties as well as regional mutual-aid channels.*

COST OF THE MILWAUKEE COUNTY 800 MHZ SYSTEM

As a municipality or agency within Milwaukee County, what will we have to pay for the joint Milwaukee and Waukesha County system?

***Answer:** There are three cost components related to building out the new 800 MHz system:*

- 1. Infrastructure: Milwaukee County can now affirm that its intent is to **fully** cover the \$13 Million cost to build the infrastructure (subject to County Board approval). At the ICC subcommittee, we wanted to be conservative in our communication to the agencies during our internal discussions so we framed it as "significantly covering the infrastructure costs"; having now fully vetted this project with the County Executive, he is supportive to **fully** cover the infrastructure costs, subject to Milwaukee County Board approval.*
- 2. Radios and Consoles ("user equipment"): Agencies will pay for their own cost of radios and consoles.
Regarding console costs, agencies have three options:*



FAQ

800 MHz Simulcast Public Safety Radio System

- *The many agencies in Milwaukee County that use dispatch consoles with wireless links (radio control stations) could continue to use those consoles and incur just the costs to replace their radio control stations (and not the costs of the consoles themselves).*
- *There are some agencies that wish to interface their existing Motorola MCC7500 consoles to the new system but that also want to replace their wireless links with wireline links. Because the selected vendor is Motorola Solutions, those agencies will have to pay the costs of interfacing their existing consoles via wireline - this will include installing a wireline link to the system (T1, backhaul, etc.) as well as the possibility of a software upgrade to those MCC7500 consoles. The details will have to be worked out as part of the detailed design process but the good news is that the capital costs of the consoles themselves won't need to be "re-spent".*
- *Any agency that wants to do a wholesale replacement of their console will be able to buy off of the competitive RFP pricing we establish from the RFP vendor.*

Regarding subscriber radio costs, agencies will again have options.

- *The many agencies in Milwaukee County that have existing radios that can be upgraded the technology of the new system (digital Project 25 with authentication) can do so.*
 - *Any agency that wants to do a wholesale replacement of their subscriber radios will be able to buy off of the competitive RFP pricing we establish from Motorola Inc.*
 - *Agencies will also be able to use other certified P25 compliant radios other than those from Motorola – not all "other" radios will be certified for use on the new system, but the counties will work as best as they can to meet user agency needs.*
3. *Ongoing Operating and Maintenance: Agencies will pay a substantial portion of their pro-rata share of these costs, likely based on the number of radios in operation*

Wait! Does this mean I have to pay for both the old and the new system?

Answer: *No. Milwaukee County will continue to pay for the operation of the old analog system per the terms of the existing municipal intergovernmental agreements during this transition period.*

So far you have provided only estimates. I need specifics!

Answer: *Yes, we know you need more specific details and will provide this information to you in the coming months as we finalize the negotiations with the potential vendor. As a rule, the cost of the radios and consoles, as well as the ongoing operating and maintenance fees will be very competitive when benchmarked to the industry.*



FAQ

800 MHz Simulcast Public Safety Radio System

WISCOM says they can provide a proposal of costs, can Milwaukee County?

***Answer:** Yes, in the coming weeks we believe we will have enough information to provide a proposal to those municipalities wanting to gain a better understanding of the costs and perhaps compare our cost estimates to WISCOM/EF Johnson's proposal. But please know that our proposal will still be our "best estimate" as we continue to move forward in the negotiations with the selected vendor.*

How can I budget for 2014 if I don't know the costs?

***Answer:** Since 2014 will be the beginning of the build out phase, there will be no 2014 costs for any agencies to budget for; and remember, all infrastructure work will be fully covered by Milwaukee County (subject to County Board approval).*

Do I begin paying when I sign on...and when do I have to sign on?

***Answer:** Milwaukee County will phase the new system in over a four year period. The first year will involve preparing the sites and deploying the master-switching 'core' of the system. The second year will involve deploying the radio sites on a limited scale (only a few channels per site) and interfacing them to the core. The third and fourth years will each include adding more and more channels to those sites. Agencies will be able to transition on to the new system during this four year period. Therefore, working with Milwaukee County, you can budget your costs timed with when your agency transitions to the new system. There will be no need to budget for any costs in 2014.*

I heard that Milwaukee County hasn't fully funded this project.

***Answer:** We expect the total cost of the project to Milwaukee County and joining agencies and municipalities will be approximately \$25 million. This includes the \$13M associated with infrastructure plus the costs of Milwaukee County's user equipment (consoles and subscriber radios). Like most government agencies, Milwaukee County has an annual operating and capital budgeting process. In 2013, the Milwaukee County Board approved \$1.8 million to begin the project. The 2014 budget submitted to the Board requests and additional \$7.1 million in 2014, \$6.3 million in 2015, \$6.6 million in 2016 and \$2.9 million in 2017. The Board approves the annual budget recognizing that this project extends over multiple years and is a critical public safety initiative.*

So what is Waukesha County's role in the process?

***Answer:** Milwaukee County and Waukesha County both have the same need to replace their independent and outdated analog 800 MHz systems. Recognizing the need for interoperability and the benefits of coming together to leverage experience, synergies and pricing power, the two counties worked with their respective agencies to construct and distribute a combined RFP.*



FAQ

800 MHz Simulcast Public Safety Radio System

COST OF THE WISCOM 800 MHZ SYSTEM

I was told that WISCOM is free. Is this true?

Answer: As noted in the attached Memorandum of Agreement and Understanding between WISCOM and Milwaukee County, both the build out and operation (maintenance, support and service) of any WISCOM infrastructure will have to be borne by the municipality. It is true that Greenfield, and perhaps one other agency, did receive Homeland Security grant money funding a portion or all of the build costs; but WISCOM has acknowledged that the availability of the grant money has been substantially reduced. Bottom line is that agencies going with WISCOM should expect to pay for infrastructure costs, radios and consoles, and operating expenses.

I was also told that WISCOM is waiving the \$50/year per radio fee for the 800 MHz local system?

Answer: From our understanding, the fees and corresponding waiver referenced in the question apply only to users of the WISCOM VHF system. It is important to understand that municipalities will be responsible for all other ongoing operating, administration and maintenance costs related to infrastructure, radios and consoles. After June of 2015, if the State budget isn't available to fund the operations and maintenance of WISCOM, the WISCOM Statewide System Management Group (a board of 23 members from across the state) will set the policy for funding the system's on-going costs. Please contact WISCOM and/or EF Johnson directly for more information.

Do I have to purchase a frequency license if I go with WISCOM?

Answer: Perhaps - and it's something that WISCOM should clarify. Since Milwaukee County is already licensed for 18 frequencies, there would be no additional frequency costs to sign up with Milwaukee County. Milwaukee County has been told that additional frequencies are limited or unavailable.

GOVERNANCE

What 'say' will municipalities have in how the system is operated?

Answer: Milwaukee County fully recognizes that a new governance structure may make sense to determine how the new system is used, funded, and operated and maintained. Municipalities within Milwaukee County will be part of this new governance structure and we will work to create it very soon. The good news is that there are many models and best practices for governing a shared public safety radio system so we'll be able to pick-and-choose from among their charters and operating policies as we set out to create a structure that best fits Milwaukee County and our municipalities.



FAQ

800 MHz Simulcast Public Safety Radio System

What will happen to the existing Radio Advisory Committee (RAC)?

Answer: *The Milwaukee County RAC has served a valuable role in guiding technical operations of the existing system and in providing operational requirements for the new system but we see the new governance structure as being different from the RAC. There may be a chance for members of the RAC to participate in the new governance structure and/or for the RAC to be a “subcommittee”. This will all have to be worked out.*

EF JOHNSON

EF Johnson is highly regarded in this space so why didn't Milwaukee County consider them in the RFP?

Answer: *The RFP was not specific to any particular 800 MHz technology vendor. Stated another way, it was open to all vendors/manufacturers of 800 MHz radio technologies. EF Johnson had the opportunity to submit a proposal to the Waukesha-Milwaukee joint system RFP but chose not to. This was their choice.*

I heard that EF Johnson chose not to because they felt the RFP was written specifically for a particular vendor.

Answer: *We have heard the same thing. First, the use of the RFP process represents best practices in procurement for Milwaukee and Waukesha County. We are sure this is true for most of you as well. We believe that the managed RFP process used provides Milwaukee County with the best system with demonstrated capabilities at the best cost.*

Secondly, the RFP was constructed through a joint effort between Milwaukee and Waukesha County using an effective and structured process for collecting requirements from agencies within both counties. The RFP was constructed to be as open as possible and it was “scrubbed and edited” before its release by Waukesha County’s purchasing department to ensure it was unbiased. All interested vendors had the chance to raise questions or concerns about any aspect of the RFP and to seek changes to its requirements. Other vendors did and changes were made. Instead of working with the Counties about any concerns they had about any RFP issues, including a possible “bias”, EF Johnson simply decided not to participate.

EF Johnson technologies are on the State of Wisconsin Vendor contract. While we can't speak for EF Johnson, it is certainly possible that they felt no need to respond and assumed that county and local agencies would simply use the state contract as a vehicle to purchase EF Johnson technologies. Please contact EF Johnson for additional information.

So, how many technology manufacturers and/or their vendors responded to the RFP?



FAQ

800 MHz Simulcast Public Safety Radio System

Answer: *Three respondents representing four different manufacturers of radio technologies satisfied at least 90% of the criteria (and not one vendor satisfied 100% of the technical criteria), reinforcing the fact that the RFP was not written for one specific vendor.*

Why didn't Milwaukee County reach out to EF Johnson?

Answer: *When the RFP was released, we did reach out to many vendors, including EF Johnson and eight others to invite them participate. As noted, EF Johnson notified the Counties even before the RFP question-answer-change period was over that they did not plan to participate in the process. As you know, once the responses to the RFP's were received, Milwaukee County could not reach out to EF Johnson independent of the RFP process; any discussions with EF Johnson during the RFP process would put at risk the RFP process and likely trigger an appeal and litigation. We had hoped that they would respond to the RFP but they chose not to.*

We heard that Milwaukee County doesn't think EF Johnson could do the job. Please explain why.

Answer: *We determined that picking a vendor with demonstrated experience with the specific technologies of the new system (800MHz Project 25 trunked simulcast radio) was important. Significant weight was placed in the RFP on experience and capabilities of the company and of their project teams. Milwaukee County recognizes that EF Johnson is a reputable firm and has proven capabilities in the VHF space. We also believe that EF Johnson will be successful as they continue to build out their new capabilities in the 800 MHz Simulcast space.*

Milwaukee County's research suggests that EF Johnson launched their Project 25 800 MHz Trunked Simulcast capabilities two years ago and their largest installation to date has been a \$4 million build out within the City of Waterbury, CT – awarded in late 2012. Milwaukee County is a \$25 million implementation and will be a large, challenging project for any vendor and Waukesha and Milwaukee Counties will use the weight of the "experience and capabilities" criteria points in the RFP to make sure we have a vendor that has demonstrated their success at other projects of similar scope and size.

EF Johnson has been in the business since 1923. Isn't that good enough?

Answer: *We wish that were true but they have only been in the Project 25 800 MHz Trunked Simulcast business for two years. EF Johnson was acquired by a \$5 billion private equity fund three years ago called Francisco Partners, an international firm having invested in over 50 technology companies. Over time, this private equity player should provide them with the financial resources to expand their capability in the market. Their new CEO joined the organization shortly thereafter. They are aggressively marketing the new capability and invested in the Project 25 800 MHz Trunked Simulcast market but on a relative basis they remain a smaller player.*



FAQ

800 MHz Simulcast Public Safety Radio System

NEED MORE INFORMATION?

Where can I go for more questions?

Answer: *You can contact the following individuals for answers to other questions and/or to arrange a meeting with you and other interested individuals within your organization.*

*Chris Lindberg
CIO and Director of IMSD
Milwaukee County
email: chris.lindberg@milwaukeecountywi.gov*

*Laurie Panella
Deputy CIO and Director of Business Solutions
Milwaukee County
email: laurie.panella@milwcnty.com*

**MILWAUKEE COUNTY
Interoffice Memo**

DATE: October 10, 2013

TO: Supervisor Marina Dimitrijevic, Chairwoman, Board of Supervisors

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

RE: **AUTHORIZATION TO EXECUTE EXTENSION OF CHILDREN FIRST CONTRACTS WITH UNITED MIGRANT OPPORTUNITIES SERVICES, INC. (UMOS), CENTER FOR VETERANS ISSUES (CVI) AND MY FATHER'S HOUSE (MFH).**

The Department of Child Support is respectfully requesting authorization to execute extension of the above listed contracts for employment assistance for unemployed or underemployed payers who are court ordered into the Children First Program.

DISCUSSION

After a competitive bid process in 2012, the Department selected the three above-mentioned agencies to provide 2013 Children First services for Milwaukee County court-ordered payers who are unemployed or underemployed. Each contractor provides case management services and activities designed to promote job readiness and financial responsibility.

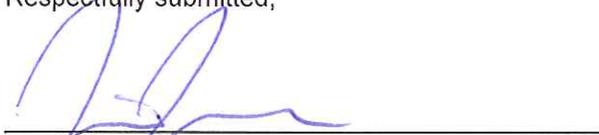
FISCAL EFFECT

A fiscal note is attached, reflecting no direct county fiscal impact, as the execution of these extensions were anticipated and included in the 2014 budget, and the costs of the contracts are fully funded by the State.

RECOMMENDATION

The Department recommends that the County Board authorize the execution of the extension of the 2014 Children First contracts.

Respectfully submitted,



Jim Sullivan, Director
Department of Child Support Services

Electronic copies with attachments to:

Chris Abele, Milwaukee County Executive
Theodore Lipscomb, Sr., Chairman, Judiciary, Safety and General Services Committee
Amber Moreen, Chief of Staff, Milwaukee County Executive's Office
Josh Fudge, Fiscal & Budget Administrator, Department of Administrative Services
Veronica Rudychev, Fiscal Management Analyst, Department of Administrative Services
Jessica Janz-McKnight, Research Analyst, County Board
Alexis Gassenhuber, Committee Clerk, County Board

Attachments

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

3
4 File No. _____
5 (Journal, _____ 2014)
6

7 From the Director, Department of Child Support Services, requesting authorization
8 to execute extension of Children First program contracts with United Migrant Opportunity
9 Services, Inc (UMOS), Center for Veterans Issues (CVI) and My Father's House (MFH) for a
10 period of January 1, 2014 through December 31, 2014, by recommending adoption of the
11 following:

12
13 **A RESOLUTION**

14
15 WHEREAS, Milwaukee County through the State of Wisconsin has Children First
16 funding to assist participants in achieving self-sufficiency under Wis. Stat. §§767.55 and
17 49.36; and

18
19 WHEREAS, each Children First contractor site facilitates case referrals and Children
20 First activities, including, but not limited to employability plans; and

21
22 WHEREAS, the contracts provide that contractors assist the County in collection of
23 child support obligations with services provided to support payers; and

24
25 WHEREAS, the contractors will be entitled to payment of \$400.00 per participant
26 enrolled in the Children First Program in a 12 month period; and

27
28 WHEREAS, the term of the contract shall be from January 1, 2014 through
29 December 31, 2014; and

30
31 WHEREAS, the contracting agencies include United Migrant Opportunities Services,
32 Inc. (UMOS), Center for Veterans Issues (CVI) and My Father's House (MFH); now,
33 therefore,

34
35 BE IT RESOLVED, that the Committee on Judiciary, Safety and General Services
36 hereby authorizes the Director, Child Support Services, to enter into extension of contracts
37 with United Migrant Opportunity Services, Inc. (UMOS), Center for Veterans Issues (CVI)
38 and My Father's House (MFH) to provide Children First case management and program
39 activities to payers ordered into the program.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: October 10, 2013

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: From the Director, Child Support Enforcement, requesting authorization to execute extension of Children First Contracts with United Migrant Opportunity Services Inc. (UMOS), Center for Veterans Issues (CVI), and My Father's House (MFH) to provide employment services to unemployed or underemployed child support obligors.

FISCAL EFFECT:

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

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

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

DESCRIPTION OF FISCAL EFFECT

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

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

A. The Director of Child Support Services requests the County Board's authorization, by resolution, to execute extension of Child Support's Children First contracts with UMOS, CVI and MFH for the period January 1, 2014, through December 31, 2014.

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

C. There is no budgetary impact associated with these contracts in the current year or subsequent year, as the Department has budgeted \$370,800 for these contracts in 2014, and the costs of the contracts are fully funded by the State.

D. No further assumptions are made.

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

Authorized Signature _____

Did DAS-Fiscal Staff Review? Yes No

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.

PURCHASE OF SERVICE CONTRACT

AMENDMENT NO 1.

THIS AMENDMENT to the 2013 Children First contract between Milwaukee County and Center for Veterans Issues, is entered into by and between Milwaukee County, a Wisconsin Municipal Corporation, by the Milwaukee County Department of Child Support Services, 901 N 9th Street, Milwaukee, WI 53233, hereinafter designated as "County" and Center for Veterans Issues, 315 W Court St, Milwaukee, WI 53212, hereinafter designated as "Contractor".

It is agreed to, by and between County and Contractor, that the Contractor's activities shall include, but not be limited to, all provisions contained in the original contract effective January 1, 2013, except:

- Section 3, Dates of Performance, is modified to extend the effective dates of the contract as follows: Services beginning January 1, 2014 and ending December 31, 2014.
- Section 9, Audit Requirements, is modified to require an annual audit by June 30, 2015 for services provided between January 1, 2014 and December 31, 2014 under procedures as otherwise stated in this section.
- Attachment 1's Schedule of Services is modified to reflect the dates of service as January 1, 2014 through December 31, 2014
- Attachment 1's Schedule of Services, Paragraph 14, is modified to reflect that the Contractor must follow the procedures in the Department of Children and Families' 2013 Children First Program Guide.

All other provisions of the Children First Contract, and its attachments, effective January 1, 2014 as originally entered into and incorporated herein by reference, shall remain in effect as stated.

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

FOR: MILWAUKEE COUNTY

FOR: CENTER FOR VETERANS ISSUES

Jim Sullivan, Director
Milwaukee County
Department of Child Support Services

(Signature)

(Print name and title of signer)

Dated: _____

Dated: _____

Milwaukee County Approvals

Approved by CDBP/DBE: TM Date: 10-04-2013
Tru Mwololo ADMINISTRATOR CERTIFICATION COMPLIANCE

Approved by Risk Management (DAS) [Signature] Date: 10/8/13
AS TO FORM AND THAT ALL INSURANCE PROVISIONS ARE IN PLACE AND
CURRENT FOR EXTENSION / AMENDMENT, BY P.C.S.

Approved as to form by Corp. Counsel: [Signature] Date: 10/10/13

PURCHASE OF SERVICE CONTRACT

AMENDMENT NO 1.

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

FOR: MILWAUKEE COUNTY

FOR: MY FATHER'S HOUSE

Jim Sullivan, Director
Milwaukee County
Department of Child Support Services

(Signature)

(Print name and title of signer)

Dated: _____

Dated: _____

Milwaukee County Approvals

Approved by CDBP/DBE: TMM Date: 10-04-2013
MWU Mwoolob ADMINISTRATOR CERTIFICATION COMPLIANCE

Approved by Risk Management (DAS) [Signature] Date: 10/8/13
AS TO FORM AND THAT ALL INSURANCE PROVISIONS ARE IN PLACE AND CURRENT
FOR EXTENSION/AMENDMENT PER D.C.S.

Approved as to form by Corp.Counsel: [Signature] Date: 10/10/13

PURCHASE OF SERVICE CONTRACT

AMENDMENT NO 1.

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- Attachment 1's Schedule of Services, Paragraph 14, is modified to reflect that the Contractor must follow the procedures in the Department of Children and Families' 2013 Children First Program Guide.

All other provisions of the Children First Contract, and its attachments, effective January 1, 2014 as originally entered into and incorporated herein by reference, shall remain in effect as stated.

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

FOR: MILWAUKEE COUNTY

FOR: UMOS

Jim Sullivan, Director
Milwaukee County
Department of Child Support Services

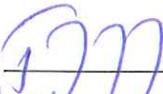
(Signature)

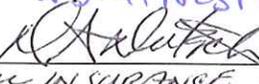
(Print name and title of signer)

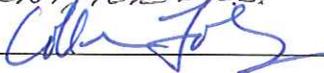
Dated: _____

Dated: _____

Milwaukee County Approvals

Approved by CDBP/DBE:  Date: 10-04-2013
Tny Mwololo ADMINISTRATOR CERTIFICATION COMPLIANCE

Approved by Risk Management (DAS)  Date: 10/8/13
AS TO FORM AND THAT ALL INSURANCE PROVISIONS ARE IN PLACE AND CURRENT FOR EXTENSION/AMENDMENT PER D.C.S.

Approved as to form by Corp. Counsel:  Date: 10/10/13



OFFICE OF CORPORATION COUNSEL

PAUL BARGREN
Corporation Counsel

9

MARK A. GRADY
Deputy Corporation Counsel

TIMOTHY R. KARASKIEWICZ
ROY L. WILLIAMS
COLLEEN A. FOLEY
LEE R. JONES
MOLLY J. ZILLIG
ALAN M. POLAN
JENNIFER K. RHODES
DEWEY B. MARTIN
JAMES M. CARROLL
PAUL D. KUGLITSCH
Principal Assistant
Corporation Counsel

DATE: October 10, 2013
TO: Marina Dimitrijevic, County Board Chairwoman
FROM: Mark A. Grady, Deputy Corporation Counsel
SUBJECT: Claim filed by Michelle Williams
Date of incident: June 9, 2012
Date claim filed: September 12, 2012

I request that this matter be referred to the Committee on Judiciary, Safety and General Services to be placed on the agenda for its next meeting to approve the payment of \$2,000 to Michelle Williams to settle in full her claim against Milwaukee County.

This accident took place on June 09, 2012 around 5:55pm while the claimant was walking on the grassy area off of the sidewalk next to Lincoln Memorial Drive.

A Milwaukee County Deputy Sheriff was patrolling on the side walk along Lincoln Memorial Drive in his marked squad. He was traveling 2-5 mph through the grassy area of the park next to the walking path. As he passed between two trees, the claimant was looking down at her purse and ran into the right front quarter panel and fender of the squad.

The deputy states that the pedestrian traffic at this time was moderate to heavy. He was traveling in a fully marked Chevrolet Tahoe at the time the claimant came from behind a large bush and ran into the squad.

Claimant admits to looking down in her purse as she walked in the grassy area. She did not anticipate a large vehicle to be driving in the area off of any roadway. She recalls hitting the vehicle and then waking up on the ground. The claimant was 60 years old at the time of the incident.

Ms. Williams was knocked back onto the ground injuring her right shoulder, left knee and right foot. She also states that the vehicle ran over her foot as she walked into it. Bell Ambulance was called to the scene to provide medical treatment.

On June 10, 2012 a day after the incident Ms. Williams did seek an X-ray of her right shoulder and right foot at Aurora Advanced Healthcare. Both came back with negative findings of any fracture or dislocation.

Ms. Williams did seek physical therapy from January 4, 2013 through February 21, 2013 regarding her shoulder pain. There were a total of 9 visits within this 6 week period.

SPECIALS:

Aurora Advanced Healthcare: \$2509.00

We believe both parties could be found negligent in this matter. The adjustor and the County insurer recommend a total payment of \$2,000 to Michelle Williams to settle her claim. This settlement only addresses Ms. Williams' claims and does not include any potential subrogation claim from health insurers for medical expenses. Corporation Counsel has reviewed this matter and supports the recommendations to settle this claim.


Mark A. Grady
Deputy Corporation Counsel

c: Amber Moreen
 Kelly Bablitch
 Jessica Janz-McKnight
 Steve Cady
 Raisa Koltun

**INTEROFFICE COMMUNICATION
COUNTY OF MILWAUKEE**

DATE: October 8, 2013

TO: Marina Dimitrijevic, Chairwoman, County Board of Supervisors

FROM: Molly J. Zillig, Principal Assistant Corporation Counsel 

SUBJECT: *Tony Stokes v. Milwaukee County*
ERD Case No. CR201300608

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 \$2,500.00, which will be paid by Wisconsin County Mutual Insurance Corporation.

This case involves a complaint filed with the Department of Workforce Development-Equal Rights Division (the "ERD") on March 15, 2013, following a denial of leave requested under the Wisconsin Family and Medical Leave Act ("WFMLA"). On January 26, 2013, Tony Stokes requested eight (8) hours of leave for his own serious health condition. Risk Management requested a certification from Mr. Stokes' physician. After receipt of the certification, Risk Management requested clarification information from Mr. Stokes' physician. The physician was unable to provide the specific information requested; however, the sought information was, more likely than not, noncompulsory. Mr. Stokes' request for leave was denied on February 20, 2013. Subsequently, he requested Risk Management reconsider its denial, but his request was denied again on March 7, 2013.

Although the requested date subject to this WFMLA complaint was ultimately approved, the ERD found probable cause to believe that Milwaukee County may have violated the WFMLA when it twice denied Mr. Stokes' request for leave and requested information outside of the required certifications. The case was referred to an Administrative Law Judge ("ALJ") to ultimately decide the case. If the ALJ decides that a violation of the WFMLA occurred, attorneys' fees may be awarded.

Prior to the hearing before the ALJ, the parties engaged in discovery and discussed settlement options. The parties ultimately reached a settlement of the claimed attorneys' fees. The settlement provides that the Wisconsin County Mutual

Insurance Corporation will pay \$2,500.00 to Mr. Stokes' attorneys, Consumer & Employment Law Center of Wisconsin, S.C. In return, Mr. Stokes will withdraw his complaint with the ERD and provide Milwaukee County with a full and complete release from any liability. The release will cover any possible federal court litigation as well as state or administrative action. The settlement 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.

cc: Amber Moreen
Kelly Bablitch
Alexis Gassenhuber
Stephen Cady
Raisa Koltun

**INTEROFFICE COMMUNICATION
COUNTY OF MILWAUKEE**

DATE: October 7, 2013

TO: Marina Dimitrijevic, Chairwoman, County Board of Supervisors

FROM: Dewey B. Martin, Principal Assistant Corporation Counsel *DB.M*
Roy L. Williams, Principal Assistant Corporation Counsel *R.L.W.*

SUBJECT: *Melvin Harper v. Wisconsin County Mutual Insurance Corporation, et al.*
Milwaukee County Case No. 2011CV015526

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 \$15,000.00, which will be paid by Wisconsin County Mutual Insurance Corporation.

This case involves a personal injury claim resulting from a slip and fall that occurred at the Milwaukee County House of Correction ("HOC") on August 8, 2009. The incident occurred in Dorm F6 of the facility. Plaintiff Melvin Harper alleges that he jumped out of his top bunk and injured himself when he slipped and fell in a puddle of water next to his bunk.

Mr. Harper claims \$12,391.16 in medical expenses for treatment of his injuries, including injuries to his neck, back, and tailbone. He maintains that he has suffered permanent injuries and sustained a loss of wages and a loss of earning capacity.

Defendants filed a motion for summary judgment with Judge Foley and argued that the Defendants lacked actual and/or constructive notice of any water on the floor of the HOC. The court denied the motion and held there are questions for a jury concerning what the HOC knew and when.

Per the court's direction, the parties mediated this matter on January 17, 2013. The mediation did not result in a settlement at that time. Subsequently, settlement discussions resumed, and the Plaintiff reduced his demand. This settlement provides that the Wisconsin County Mutual Insurance Corporation will pay \$15,000.00 to the Trust Account of Phillips, Cymerman, & Stein, S.C. In return,

Mr. Harper will dismiss his lawsuit and provide the County 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 Insurance Corporation recommend this settlement for approval.

cc: Amber Moreen
Kelly Bablitch
Alexis Gassenhuber
Stephen Cady
Raisa Koltun

1 From Corporation Counsel recommending the adoption of a resolution to settle
2 the personal injury claim of Melvin Harper

3
4 File No. 13-
5 (Journal,)
6

7
8 A RESOLUTION
9

10 WHEREAS, on August 8, 2009, Melvin Harper alleges he was injured due to
11 a slip and fall incident while an inmate at the Milwaukee County House of
12 Correction; and
13

14 WHEREAS, as a result of said incident, Harper filed a lawsuit in the Circuit
15 Court of Milwaukee County, Case No. 2011CV015526, against Milwaukee
16 County and Wisconsin County Mutual Insurance Corporation seeking damages
17 for injuries sustained in the August 8, 2009 incident; and
18

19 WHEREAS, Harper claims that he suffered permanent injury to his neck,
20 back, and tailbone, sustained a loss of wages and a loss of earning capacity,
21 and incurred medical expenses attributable to the incident in the amount of
22 \$12,391.16; and
23

24 WHEREAS, Milwaukee County and Wisconsin County Mutual Insurance
25 Corporation filed a motion for summary, but the judge denied the motion and
26 ruled that a trial is required; and
27

28 WHEREAS, the parties engaged in court-ordered mediation; and
29

30 WHEREAS, the settlement agreement provides for a release of all claims
31 against Milwaukee County and Wisconsin County Mutual Insurance Corporation
32 in return for a payment by the Wisconsin County Mutual Insurance Corporation
33 in the amount of \$15,000.00 to the trust account of Harper's attorneys, to be
34 divided between Harper and his attorneys; and
35

36 WHEREAS, the Office of Corporation Counsel recommends this settlement;
37 and
38

39 WHEREAS, the Committee on Judiciary, Safety and General Services
40 approved this settlement at its meeting on October 24, 2013 by a vote of ____;
41

42 NOW, THEREFORE, BE IT RESOLVED, that the Milwaukee County Board of
43 Supervisors approves the payment of \$15,000.00 to the Trust Account of Phillips,
44 Cymerman, & Stein, S.C. by the Wisconsin County Mutual Insurance Corporation

45 in exchange for dismissal of Harper's lawsuit and a full and complete release of
46 all claims against Milwaukee County and Wisconsin County Mutual Insurance
47 Corporation.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: October 7, 2013

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: A RESOLUTION to approve a settlement agreement related to personal injury claims by Melvin Harper

FISCAL EFFECT:

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

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

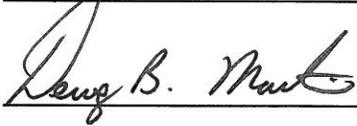
	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	15,000.00	
	Revenue		
	Net Cost	15,000.00	
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

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 Melvin Harper, who was involved a slip and fall incident while incarcerated in the Milwaukee County House of Correction. Adoption of this settlement will result in a payment of \$15,000.00 to Melvin Harper's attorneys by the Wisconsin County Mutual Insurance Corporation.
 - B. Approval of this Resolution authorizes a payment of \$15,000.00 to Melvin Harper's attorneys by Wisconsin County Mutual Insurance Corporation. The \$15,000.00 payment will be applied to the County's deductible.

Department/Prepared By Corporation Counsel

Authorized Signature 

Did DAS-Fiscal Staff Review? Yes No

Did 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.



OFFICE OF CORPORATION COUNSEL

PAUL BARGREN
Corporation Counsel

12

MARK A. GRADY
Deputy Corporation Counsel

TIMOTHY R. KARASKIEWICZ
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ALAN M. POLAN
JENNIFER K. RHODES
DEWEY B. MARTIN
JAMES M. CARROLL
PAUL D. KUGLITSCH
Principal Assistant
Corporation Counsel

DATE: October 10, 2013

TO: Marina Dimitrijevic, County Board Chairwoman

FROM: Mark A. Grady, Deputy Corporation Counsel

SUBJECT: Claim filed by N&S Towing
Date of incident: July 31, 2012
Date claim filed: October 1, 2012

I request that this matter be referred to the Committee on Judiciary, Safety and General Services to be placed on the agenda for its next meeting to approve the payment of \$43,368.00 to settle in full their claim against Milwaukee County.

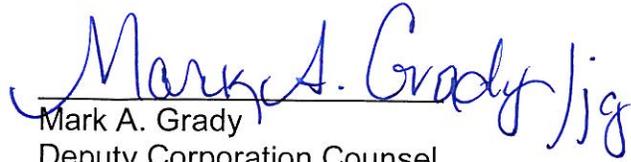
This accident took place on July 31, 2012 around 12:15pm on I43 Southbound just prior to the Winnebago Street overpass. Milwaukee County Deputy Sheriff Aleman struck the rear of the N&S Towing flatbed tow truck. Tragically, Deputy Aleman was killed in the accident.

The claimant's vehicle is a 2006 GMC C5500 standard cab with an 8,000-lb winch, 3,000 lb wheel lift and stainless steel toolboxes. The mileage on the unit was 205,837. The estimate to repair the vehicle was stated as \$49,150.98.

It was determined the actual cash value is \$28,375.00. This would make the 2006 GMC a total loss. Adding in the sales tax (\$1589) and registration fees (\$475) results in a loss of \$30,439.00. Deducting the salvage value of \$8511 results in the property damage demand of \$21,928.

N&S Towing was in need of a rental truck to continue with business until a new truck could be ordered and delivered. Lynch Truck Center was able to rent to N&S Towing a replacement for a total of 68 days at a rate of \$300 per day for a total of \$21,440 in rental costs.

The adjustor for the Wisconsin County Mutual Insurance Corporation recommends a total payment of \$43,368.00 to N&S Towing to settle their property damage claim. Corporation Counsel has reviewed this matter and supports the recommendation to settle this claim.


Mark A. Grady
Deputy Corporation Counsel

c: Amber Moreen
Kelly Bablitch
Steve Cady
Jessica Janz-McKnight
Raisa Koltun

1 From Corporation Counsel recommending a settlement of the claim of N&S
2 Towing

3
4 File No. 13-
5 (Journal,)
6

7 A RESOLUTION

8
9 WHEREAS, on July 31, 2012, a Milwaukee County Deputy Sheriff was
10 operating his squad on I-43 southbound just prior to the Winnebago Street
11 overpass; and

12
13 WHEREAS, the Deputy Sheriff was unaware of the slowed/stopped traffic
14 on I-43 southbound; and

15
16 WHEREAS, the Deputy failed to brake and struck the rear of the N&S
17 Towing flatbed tow truck, tragically killing the Deputy; and

18
19 WHEREAS, the 2006 GMC C5500 standard cab was a total loss; and

20
21 WHEREAS, N&S Towing filed a notice of claim and are not represented by
22 counsel; and,

23
24 WHEREAS, Wisconsin County Mutual Insurance Corporation (WCMIC) has
25 reached a tentative settlement with N&S Towing for the total amount of
26 \$43,368.00; and

27
28 WHEREAS, WCMIC and Corporation Counsel recommend this settlement,
29 and,

30
31 WHEREAS, the Committee on Judiciary, Safety and General Services at its
32 meeting on October 24, 2013, voted (_____) to recommend the payment as
33 proposed; now, therefore,

34
35 BE IT RESOLVED, that Milwaukee County approves the payment by
36 WCMIC of \$43,368.00 to N&S Towing arising out of the July 31, 2012 accident.
37
38

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: October 9, 2013

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: A RESOLUTION to approve a settlement of a claim filed by N&S Towing

FISCAL EFFECT:

- | | |
|--|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact
<input type="checkbox"/> Existing Staff Time Required
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		
	Revenue		
	Net Cost		
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 of a claim filed by N&S Towing resulting from being struck by a Milwaukee County Sheriff's Department squad car.
- B. Approval of this Resolution authorizes a payment of \$43,368.00 to N&S Towing by Wisconsin County Mutual Insurance Corporation. The \$43,368.00 payment will be applied to the County's deductible.

Department/Prepared By Corporation Counsel

Authorized Signature

Mark A. Grady/jg

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: October 15, 2013

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 (temporary stay of case until November 25, 2013)
2. *MDSA v. Milwaukee County* (overturn arbitration award on 2012 deputy layoffs)
Case No. 12-CV-1984 (**circuit court affirmed award**)
3. Retiree health plan (co-pays, deductibles, etc.) cases:
Hussey v. Milwaukee County (Retiree health)
Case No. 12-C-73 (U.S. District Court, appealed by Hussey to U.S. Seventh Circuit Court of Appeals)
MDSA prohibited practice complaint
WERC Case No. 792 No. 71690 MP-4726
Rieder & MDSA v. Milwaukee County
Case No. 12-CV-12978
DC48 prohibited practice complaint
WERC Case No. 762 No. 70685 MP-4657
DC48 et al. v. Milwaukee County et al.
Case No. 12-CV-13612 (stayed pending outcome of *Hussey* case)
4. Medicare Part B premium reimbursement cases:
FNHP and AMCA v. Milwaukee County
Case No. 12-CV-1528 (**Court of Appeals reversed and ruled in favor of County**)

- DC48 et al. v. Milwaukee County et al.*
Case No. 12-CV-13612 (stayed pending outcome of case above)
5. 1.6% Pension Multiplier cases:
Stoker & FNHP v. Milwaukee County
Case No. 11-CV-16550 (appealed to WI Court of Appeals by Milwaukee County)
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)
 6. Sheriff Captain Lay-off cases:
McKenzie & Goodlette v. Milwaukee County (captains layoffs)
Case No. 12-CV-0079
Rewolinski v Milwaukee County (captain layoff)
Case No. 12-CV-0645
Clarke v. Civil Service Commission (captains promotions and layoffs)
Case No. 12-CV-3366 (Commission affirmed)(appealed by Sheriff to Court of Appeals)
 7. *Wosinski et al. v. Advance Cast Stone et al.* (O'Donnell Park)
Case No. 11-CV-1003 (**Currently in trial**)
 8. *Christensen et al. v. Sullivan et al.*
Case No. 96-CV-1835
 9. *Milwaukee Riverkeeper v. Milwaukee County* (Estabrook dam)
Case No. 11-CV-8784
 10. *Milwaukee County v. Federal National Mortgage Ass'n. et al.* (transfer taxes)
Case No. 12-C-732 (U.S. District Court)(appealed to Seventh Circuit by County)
 11. *Midwest Development Corporation v. Milwaukee County* (Crystal Ridge)
Case No. 12-CV-11071
 12. Retirement sick allowance payment for employees not represented at retirement, but previously represented
Pasko v. Milwaukee County
Case No. 11-CV-2577 (petition to WI Supreme Court filed by County)
Porth v. Milwaukee County
Case No. 11-CV-4908 (consolidated with Pasko case, petition to WI Supreme Court filed by County)
Koehn v. Milwaukee County
Case No. 12-CV-1402 (stayed in circuit court pending appeal of other cases)

Marchewka v. Milwaukee County

Case No. 13-CV-969

13. *Clarke v. Milwaukee County* (House of Correction transition)
Case No. 12-CV-13388 (appealed by Sheriff to Court of Appeals)
14. Froedtert Hospital petition to disturb burial sites – petition granted by State.
15. *FNHP, AMCA & AFSCME v. Milwaukee County and ERS*
Case No. 13-CV-3134 (backdrop modification)
16. *Denise McCaskill v. Milwaukee County*
ERD Case No.: CR201300361
EEOC Charge No.: 26G201300497C (sexual harassment)
17. Roeschen's Healthcare LLC v. Milwaukee County
Case No. 13-CV-3853 (public records)
18. **MTS v. Milwaukee County**
Case No. 13-CV7234 (public records)