



# THE MILWAUKEE JUSTICE CENTER

Milwaukee County Courthouse | 901 North 9th St, Milwaukee, WI 53233

[www.MilwaukeeJusticeCenter.org](http://www.MilwaukeeJusticeCenter.org)

## Family Law Forms Clinic (Rm. G9)

Volunteer assistance with family law forms for:

- Divorce
- Child Support
- Legal Custody
- Visitation
- Physical Placement
- Name Changes

**Volunteers do NOT provide legal advice.**

## Hours (Clinics close PROMPTLY at listed time)

Monday*	8:30am-12pm   1pm-4pm
Tuesday*	8:30am-12pm   1pm-4pm
Wednesday	8:30am-12pm   1pm-4pm
Thursday	8:30am-12pm
Friday	8:30am-12pm

Clinic stops taking walk-ins once the sign-in list is full.  
\*Un interprete de español es disponible lunes y martes.

## Family Law Appointments (Rm. G9) for Part 2 Divorce ONLY

In Wisconsin, the divorce process happens in two parts. If you have completed the first step, the MJC can help you with paperwork for the second step of divorce by appointment ONLY.

### To schedule an appointment:

(414) 278-2912

[ctimail@wicourts.gov](mailto:ctimail@wicourts.gov)

You will not get a final court date until you have turned your Part 2 paperwork into the court.

## Legal Advice & Referral Clinic (Rm. 106)

Marquette Volunteer Legal Clinic, staffed by volunteer attorneys and law students. Provides free, confidential, and brief legal advice and referrals for Milwaukee County Circuit Court civil legal matters. This includes:

- Family Law Matters
- Landlord-Tenant
- Probate
- Small Claims
- Large Claims

## Hours (Clinics close PROMPTLY at listed time)

Thursday	2pm-4pm
Friday	2pm-4pm

Clinic stops taking walk-ins when the sign-in list is full.

Services are on a walk-in basis, and meant to be a brief, one-time consultation. Attorneys cannot take cases or provide ongoing legal services. We also cannot see you more than once for the same legal issue.

**MJC Services are only for those without an attorney.**

**Due to high demand for services and limited volunteer capacity, we cannot guarantee all clients will be seen**

**COUNTY OF MILWAUKEE**  
Inter-Office Communication

**DATE:** December 28, 2012

**TO:** Supervisor Marina Dimitrijevic, Chairwoman, Board of Supervisors

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

**SUBJECT: AUTHORIZATION TO EXECUTE THE 2013 STATE/COUNTY CONTRACT FOR THE ADMINISTRATION OF THE MILWAUKEE COUNTY CHILD SUPPORT PROGRAM**

The Director of the Department of Child Support Services requests authority to execute the 2013 State/County Contract covering the administration of child and spousal support and establishment of paternity and medical support liability program between the State of Wisconsin's Department of Children and Families and Milwaukee County.

**Background**

Wisconsin Statute §59.53(5) requires counties to contract with the Department of Children and Families to implement and administer the child support program. For 2013, the method of funding for Child Support continues to include the 66% Federal match for IVD program expenditures, incentive money based upon performance, reimbursement for medical support liability and State general purpose revenue. Performance incentives for 2013 are measured using the same methodology established for 2012: paternity establishment rate, number of support orders established – including medical support orders established, number of paternity and support orders established per employee, rate of current support order collection and number of cases receiving a payment on arrears.

**Recommendation**

I recommend that the County Board of Supervisors authorize and direct the execution of the 2013 State/County Contract.

Respectfully submitted,



\_\_\_\_\_  
Jim Sullivan, Director  
Department of Child Support Services

Electronic copies to:

Chris Abele, Milwaukee County Executive  
Mark Borkowski, Chair, Judiciary, Safety and General Services – County Board  
Amber Moreen, Chief of Staff – Milwaukee County Executive's Office  
Craig Kammholz, Fiscal & Budget Administrator, DAS  
Josh Fudge, Fiscal & Strategic Planning Coordinator – DAS

Jennifer Collins, Analyst - County Board  
Janelle Jensen, Committee Clerk - County Board

Attachments:

Fiscal Note  
Resolution

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(ITEM \_\_\_\_\_) From the Director, Department of Child Support Services, requesting authorization to enter into the 2013 State/County contract for the administration of the Milwaukee County Child Support program, by recommending the adoption of the following:

**A RESOLUTION**

WHEREAS, Milwaukee County and the Wisconsin Department of Children and Families are required under Wis. Stat. § 59.53(5) to enter into a contract for the implementation and administration of the Child and Spousal Support, Establishment of Paternity and Medical Support Liability Programs under Wis. Stat. § 49.22 ; and

WHEREAS, execution of this contract is necessary to ensure continued administrative reimbursement for child support services as administered by the Department of Child Support Services; and

WHEREAS, the Director, Child Support Services, has requested authorization to execute the 2013 State/County Contract resulting in estimated 2013 State and Federal Funding in the amount of \$9,316,202; and

WHEREAS, the term of the contract shall be from January 1, 2013, through December 31, 2013; now, therefore,

BE IT RESOLVED, that the Milwaukee County Board of Supervisors does hereby authorize the Director of Child Support Services, or his designee, to enter into and execute the 2013 State/County Contract Covering the Administration of Child and Spousal Support and Establishment of Paternity and Medical Support Liability Programs between the Department of Children and Families and Milwaukee County.

**MILWAUKEE COUNTY FISCAL NOTE FORM**

**DATE:** 12/28/12

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** Request from the Director of the Department of Child Support Services for authorization to execute the 2013 State/County Contract for the administration of the Milwaukee County Child Support program.

**FISCAL EFFECT:**

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

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

	<b>Expenditure or Revenue Category</b>	<b>Current Year</b>	<b>Subsequent Year</b>
<b>Operating Budget</b>	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
<b>Capital Improvement Budget</b>	Expenditure		
	Revenue		
	Net Cost		

**DESCRIPTION OF FISCAL EFFECT**

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

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

A. The Director of CSS requests authorization to execute the 2013 State/County Contract for the administration of the Milwaukee County Child Support Program.

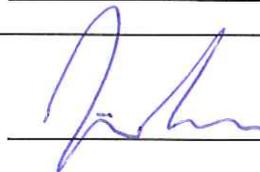
B. Execution of a contract between CSS and the State of Wisconsin, Department of Children and Families, is required under Wis. Stats. Sec. 59.53(5).

C. Execution of the 2013 contract was anticipated in the 2013 budget. Approval of this request will result in no additional levy impact.

D. No further assumptions are made.

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

Authorized Signature



Did DAS-Fiscal Staff Review?  Yes  No

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

**COUNTY OF MILWAUKEE**  
Inter-Office Communication

**DATE:** January 9, 2013

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

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

**SUBJECT:** Authorization to execute Child Support Services contracts with Milwaukee County W2 agencies: Maximus, United Migrant Opportunities Services, Inc. (UMOS), YWCA of Greater Milwaukee, and Ross Innovative Employment Solutions.

The Department of Child Support Services respectfully requests authorization to execute contracts to provide child support services to the W2 vendors located in Milwaukee County.

**DISCUSSION**

Milwaukee County has four W2 districts which assist participants in achieving self-sufficiency. Child Support places staff at the four sites to assist W2 participants with their child support issues, whether those participants are support payers or payees. These services promote the W2 agencies' efforts toward participant self-sufficiency.

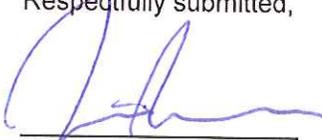
**FISCAL EFFECT**

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

**RECOMMENDATION**

The Department recommends that the County Board of Supervisors authorize the execution of the W2 contracts.

Respectfully submitted,



Jim Sullivan, Director  
Department of Child Support Enforcement

Electronic copies with attachments to:

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

Attachments

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

4  
5 File No. \_\_\_\_\_  
6 (Journal, \_\_\_\_\_, 2013)

7 (Item \_\_\_\_\_) From the Director, Jim Sullivan, Department of Child Support Services, requesting  
8 authorization to execute contracts with Maximus, United Migrant Opportunity Services, Inc., YWCA of  
9 Greater Milwaukee, and Ross Innovative Employment Solutions, by recommending adoption of the  
10 following:

11  
12 **A RESOLUTION**

13  
14 WHEREAS , Milwaukee County has four W2 regions to assist participants in achieving  
15 self-sufficiency; and

16  
17 WHEREAS, the Director of Child Support Services has recommended that the Department  
18 execute its contracts with each of the W2 providers, allowing a child support staff person to be located  
19 at each site to gather data, review cases, and take appropriate action when possible for child support  
20 payers and payees ; and

21  
22 WHEREAS, the term of the contracts would be from January 1, 2013 through December 31, 2013  
23 with the option for the parties to extend them by mutual agreement; and

24  
25 WHEREAS, the agencies with which the Department requests authorization to execute contracts  
26 include Maximus, United Migrant Opportunity Services, Inc., YWCA of Greater Milwaukee, and Ross  
27 Innovative Employment Solutions; now therefore,

28  
29 BE IT RESOLVED, that the Committee on Judiciary, Safety and General Services and the  
30 Committee on Finance, Personnel and Audit of the Milwaukee County Board of Supervisors, hereby  
31 authorizes the Director, Child Support Services, to execute contracts with Maximus, United Migrant  
32 Opportunity Services, Inc., YWCA of Greater Milwaukee, and Ross Innovative Employment Solutions to  
33 provide child support services at four W2 agency sites effective January 1, 2013 through December 31,  
34 2013.  
35

## MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 1/09/13

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** From the Director, Child Support Services, requesting authorization to execute Child Support Services contracts with Milwaukee County W2 agencies: Maximus, United Migrant Opportunities Services, Inc. (UMOS), YWCA of Greater Milwaukee, and Ross Innovative Employment Solutions.

**FISCAL EFFECT:**

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

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

	Expenditure or Revenue Category	Current Year	Subsequent Year
<b>Operating Budget</b>	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
<b>Capital Improvement Budget</b>	Expenditure		
	Revenue		
	Net Cost		

## DESCRIPTION OF FISCAL EFFECT

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

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

A. The Director of Child Support Services requests the County Board's authorization, by resolution, for the Department to execute contracts with the County's W2 providers to provide on-site child support services for one year. This contract provides the option for the parties to extend them by mutual agreement.

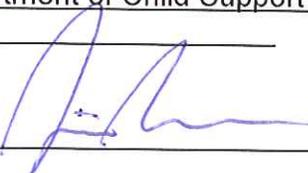
B. There are no direct costs, savings or anticipated revenues associated with this action in the current budget year.

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

D. No further assumptions are made.

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

Authorized Signature



Did DAS-Fiscal Staff Review?  Yes  No

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

**DATE** : November 26, 2012

**TO** : Supervisor Marina Dimitrijevic, Chairwoman, Board of Supervisors

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

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

**REQUEST**

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

**BACKGROUND/ANALYSIS**

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

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

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

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

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

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

**Transfer and Retitling of Positions:**

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

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

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

### **Services to be Provided by the Sheriff to the CCFS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

**Services to be Provided Cooperatively:**

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

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

**FISCAL NOTE**

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

**RECOMMENDATION**

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

Prepared By:  
Joshua Fudge

  
Craig Kammholz  
Fiscal and Budget Administrator

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

1 From the Committee on, Reporting on:

2

3

File No.

4

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

8

9

### A RESOLUTION

10

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

14

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

19

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

23

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

26

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

29

30 WHEREAS, the services identified to date include:

31

- Inmate Medical and Mental Health Services

32

- Inmate Transportation

33

- Inmate Meals/Commissary

34

- Inmate Trust Accounts

35

- Inmate Property

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

43

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

46

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

49

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

56

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

63

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

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

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

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

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

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

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

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

110

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

116

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

135

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

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

141

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

148

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

154

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

161

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

170

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

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

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

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

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

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

207  
208

**MILWAUKEE COUNTY FISCAL NOTE FORM**

**DATE:** November 26, 2012

Original Fiscal Note

Substitute Fiscal Note

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

**FISCAL EFFECT:**

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

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

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

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

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
  - B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated. If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
  - C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
  - D. Describe any assumptions or interpretations that were utilized to provide the information on this form.
- A. There is no fiscal or budgetary impact from the attached resolution, so long as the shared services are provided on a cooperative basis as envisioned by the resolution, which clarifies the policy intent of the Board as related to shared services and the transition of management of the County Correctional Facility-South from the Office of the Sheriff to a re-created stand-alone department.

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

Authorized Signature 

Did DAS-Fiscal Staff Review?  Yes  No

**COUNTY OF MILWAUKEE**  
**INTEROFFICE COMMUNICATION**

DATE: December 18, 2012

TO: Marina Dimitrijevic, Chairwoman County Board of Supervisors  
Mark Borkowski, Chair, Judiciary, Safety and General Services

FROM: Chris Abele, Milwaukee County Executive

SUBJECT: Request to delay transition of County Correctional Facility -- South to an appointed Superintendent

ISSUE: Due to the lawsuit filed by the Sheriff, there is a need for flexibility on the implementation date of the CCFS transition to an appointed Superintendent.

BACKGROUND: The Sheriff filed a lawsuit on December 12, 2012 in response to the Board's policy on the CCFS transition. In the lawsuit, the Sheriff alleges constitutional authority over the CCFS. Given this clear signal that neither he nor his staff will cooperate, I would like to reiterate the need for flexibility on the implementation date.

In order to recruit and plan for a transition, we need:

- Certainty regarding the date of transition that is now put into question by a lawsuit;
- Total cooperation from the Sheriff; and
- Access to the facility, staff, operations and documents.

These are critical concerns for me and the many law enforcement and corrections experts I have met with over the past month. It is my understanding that the Sheriff is unwilling to grant us such access and cooperation. In addition to the signals provided in the lawsuit, the Office of the Sheriff has communicated that they will not allow an appointed Superintendent access to the CCFS prior to April 1.

While it is my intent to work toward the transition given the policy passed by the Board, it is in the best interest of the inmates and the community to delay implementation until the Courts have given the County certainty regarding how to proceed. I have spoken with numerous law enforcement experts, including the District Attorney, who share my concern and support my call for a change in implementation date.

RECOMMENDATION: As a result, **I request that the Board clarify that implementation will not happen until at least 4 months after legal clarity is secured.** I have attached a resolution that can be used to make this clarification.

Prepared By:

Approved By:

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cc: Kelly Bablitch, Chief of Staff, County Board of Supervisors  
Patrick Farley, Director, Department of Administrative Services  
Jennifer Collins, Judiciary, Safety and General Services Research Analyst  
Janelle Jensen, Judiciary, Safety and General Services  
Josh Fudge, Fiscal and Budget Analyst, Dept of Admin Services

1 From the Committee on, Reporting on:

2

3

File No.

4

5 (ITEM NO. ) A resolution to amend the start date of the 2013 Budget  
6 Amendment that transfers the County Correctional Facility -- South to a  
7 Superintendent:

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### A RESOLUTION

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

14

15 WHEREAS, the Office of the Sheriff has filed a law suit alleging  
16 constitutional authority over CCFS on December 12, 2012; and

17

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

22

23 WHEREAS, access to facilities, operations and documents is not currently  
24 available to the Transition Team;

25

26 NOW, THEREFORE

27

28 BE IT RESOLVED, that Milwaukee County hereby clarifies its intent, in the  
29 event the litigation is terminated in a manner that allows the transition to occur,  
30 to transition control of CCFS from the Office of the Sheriff to an appointed  
31 Superintendent four months after the termination of the litigation filed by the  
32 Sheriff through a final decision or a dismissal of the complaint; and

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34 BE IT FURTHER RESOLVED, the Office of the Sheriff will operate and  
35 control CCFS until the transition to the Superintendent is complete; and

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BE IT FURTHER RESOLVED, in the event the litigation is terminated in a manner that allows the transition to occur, the Office of the Sheriff will fully cooperate with the County Executive in implementing the CCFS transition to an appointed Superintendent, including leaving in place sufficient quantity and quality of staff to operate the CCFS in an effective and safe manner during the transition period.

## MILWAUKEE COUNTY FISCAL NOTE FORM

**DATE:** 1/10/13

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** Request to Delay Transition of Management of the County Correctional Facility-South (House of Correction) from the Office of the Sheriff Due to Pending Litigation

**FISCAL EFFECT:**

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

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

	Expenditure or Revenue Category	Current Year	Subsequent Year
<b>Operating Budget</b>	Expenditure	Unknown	0
	Revenue	0	0
	Net Cost	0	0
<b>Capital Improvement Budget</b>	Expenditure		
	Revenue		
	Net Cost		

## DESCRIPTION OF FISCAL EFFECT

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

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

The fiscal impact of this action cannot be estimated due to the unknown timeframe involved. The action requests to delay transition of management of the facility until a date four months after completion of litigation related to the transfer.

The 2013 Adopted Budget includes the creation of 5.0 FTE Positions related to the transfer: 1.0 FTE Superintendent-HOC, 1.0 FTE Assistant Superintendent-HOC, and 3.0 FTE Corrections Officer Lieutenants. The monthly salary, social security and active fringe benefit costs of these five positions is \$43,048. Delaying the hiring of these positions is the only item that would have a fiscal impact. Therefore, each month that the transition is delayed, causing a delay in the hiring of these positions, would result in a cost reduction of up to \$43,048.

Department/Prepared By Joshua Fudge

Authorized Signature



Did DAS-Fiscal Staff Review?  Yes  No

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

**MILWAUKEE COUNTY ELECTION COMMISSION**  
**Inter-Office Memorandum**

**DATE:** January 22, 2013

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

**FROM:** Lisa Catlin Weiner, Election Commission Administrator

**SUBJECT: File No. 3-93**  
**From the Election Commission Administrator, submitting an informational status report addressing Resolution adopted by the Intergovernmental Cooperation Council (ICC) relating to shift of election programming costs upon the municipalities**

This informational report is in response to a recommendation made by the Judiciary, Safety & General Services Committee during their meeting of December 6, 2012.

Per the recommendation of the Judiciary Committee, a work group was formed consisting of Tom Taylor, City of Franklin Mayor, representing the Intergovernmental Cooperation Council (ICC), Sandi Wesolowski, Franklin City Clerk, representing the Milwaukee Metropolitan Clerks Association (MMCA), Lisa Catlin Weiner, Election Commission Administrator and James Carroll, Principal Assistant Corporation Counsel, representing Milwaukee County.

This workgroup, named by the Election Commission Administrator as the Election Cost Workgroup, met for the first time on Thursday, January 10, 2013 at the City Franklin Hall. All above-named members were present as well as a member of the City of Franklin's Finance Department, who was asked to observe the meeting. As listed on the agenda, the committee was tasked, per the recommendation of the Judiciary Committee, with the following: to come to an agreement as to how to resolve the 2012 billing dispute for programming costs in response to a resolution recently passed by the ICC and to develop billing guidelines for future elections to ensure that all programming expenses incurred by other municipalities are reasonable and consistent with other municipalities.

During the meeting, Milwaukee County acknowledged the State Election Board Legal Opinion (No. 94-1) presented to the Judiciary Committee on December 6, 2012 by Franklin City Clerk Sandi Wesolowski. It should be noted that when it initially decided to change its past practice Milwaukee County was unaware of this particular legal opinion, which references Wisconsin Statute Section 5.68(3) – Cost of Elections, in concluding that the county is responsible for the cost of electronic programming for all federal, state and

county contests on a ballot. The recently-revised Wisconsin Government Accountability Board's Election Administration Manual's Cost of Elections Guideline Chart, on the other hand, is less conclusive regarding the cost of electronic programming. Upon further review of the matter, the Milwaukee County Corporation Counsel's Office has advised that there are legitimate legal arguments to be made on both sides of this issue. However, it has recommended that Milwaukee County continue its past practice and pay the reasonable electronic programming costs associated with federal, state and county contests. For 2012, this means that Milwaukee County will reimburse those municipalities who have already paid for the programming of federal, state and county contests and adjust invoices for those municipalities who have not yet paid for 2012 election costs due to this billing issue.

It was further agreed during the work group meeting that Milwaukee County is willing to make whole on the 2012 billing with the municipalities' assurance that we will establish a mutually agreed-upon billing structure for future elections to ensure that the election cost responsibilities are fairly distributed. Milwaukee County does not intend to pay for excess programming expenses generated by some municipalities who choose to order non-essential electronic voting materials for back-up purposes.

Before the next work group meeting, Milwaukee County will work with the Franklin City Clerk on coming up with such a structure. A proposal will be discussed with the ICC to seek agreement from all municipalities. The goal is to obtain final review and agreement in time for the 2013 Spring election billing.

me

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

### Issue Overview:

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

### Rationale:

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

### Applicable Statutes:

- **5.68 Cost of elections.**

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

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

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

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

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



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

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David A. Clarke, Jr.  
*Sheriff*

**Date:** January 8, 2013

**To:** Supervisor Marina Dimitrijevic, Chairwoman, Milwaukee County Board of Supervisors

**From:** Richard Schmidt, Inspector, Office of the Sheriff, Milwaukee County

**Subject:** Request to execute a month to month extension of the Dental Service Contract with Mobile Medical Services (Dental Services) to continue to provide inmate medical health services at the County Correctional Facilities of the Office of the Sheriff.

Pursuant to Milwaukee County Ordinance Chapter 56, the Sheriff is requesting a referral to the appropriate County Board committee for review and disposition, authorization to execute inmate health services contract for inmates at the County Correctional Facilities of the Office of the Sheriff.

#### Background

The Office of the Sheriff maintains a medical and mental health unit responsible for providing inmate medical care in the two County Correctional Facilities. The County is currently operating under the Christensen Consent Decree, which dictates the minimum level of inmate care.

The 2013 Budget transfers the responsibility of Inmate Medical for both Correctional Facilities to the New House of Correction effective April 1, 2013. Circumstances and litigation may delay or inhibit implementation. The Dental Contract/extension for services expired 12/31/2012.

The Office of the Sheriff is requesting to continue this contract on a month-to-month basis expiring 12/31/2013. Upon the resolution of all litigation, should Milwaukee County Sheriff's Office continue to be responsible for providing Inmate Medical to both Correctional Facilities, an RFP will be issued for future contract considerations.

Richard Schmidt, Inspector  
 Milwaukee County Office of the Sheriff

cc: Chris Abele, County Executive  
 Supervisor Mark Borkowski, Chair, Judiciary, Safety & General Services Committee  
 Kelly Bablitch, Chief of Staff  
 Janelle Jensen, Committee Clerk  
 Jennifer Collins, Research Analyst

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(ITEM ) From the Sheriff requesting authorization to execute a contract for dental services with Mobile Medical Staffing at the County Correctional Facilities from January 1, 2013 to December 31, 2013:

**A RESOLUTION**

WHEREAS, the Sheriff of Milwaukee County entered into a contract with Mobile Medical Staffing effective January 1, 2007 to provide dental services at the County Correctional Facilities; and

WHEREAS, the 2012 Adopted Budget called for the review of the program for transfer of the Inmate Medical and Mental Health Programs to the Behavioral Health Division effective July 1, 2012, and

WHEREAS, due to the intended plan of the Office of the Sheriff to contract with an outside entity for the provision of these services this contract would have been put out for RFP if the out sourcing proposal had not been pursued; and

WHEREAS, due to the intended plan of the Office of the Sheriff to contract with an outside entity for the provision of these services the contract was approved on a month-to-month basis for 2012; and

WHEREAS, the intended outsourcing of these services did not occur during 2012 and these services continued on a month-to-month basis; and

WHEREAS, the following contract is in need of approval for January 1, 2013 to December 31, 2013 to ensure that the services continue to be provided at the County Correctional Facilities; now, therefore,

BE IT RESOLVED, the Sheriff is hereby authorized to execute a contract with Mobile Medical Staffing for dental services for the period of January 1, 2013 to December 31, 2013.

**FISCAL NOTE**

The 2013 Adopted Budget for the Office of the Sheriff includes funding of \$330,000 for dental services which will be sufficient for the contract costs for 2013.

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(ITEM ) From the Sheriff requesting authorization to execute a contract for dental services with Mobile Medical Staffing at the County Correctional Facilities from January 1, 2013 to December 31, 2013:

**A RESOLUTION**

WHEREAS, the Sheriff of Milwaukee County entered into a contract with Mobile Medical Staffing effective January 1, 2007 to provide dental services at the County Correctional Facilities; and

WHEREAS, the 2012 Adopted Budget called for the review of the program for transfer of the Inmate Medical and Mental Health Programs to the Behavioral Health Division effective July 1, 2012, and

WHEREAS, due to the intended plan of the Office of the Sheriff to contract with an outside entity for the provision of these services this contract would have been put out for RFP if the outsourcing proposal had not been pursued; and

WHEREAS, due to the intended plan of the Office of the Sheriff to contract with an outside entity for the provision of these services the contract was approved on a month-to-month basis for 2012; and

WHEREAS, the intended outsourcing of these services did not occur during 2012 and these services continued on a month-to-month basis; and

WHEREAS, the following contract is in need of approval for January 1, 2013 to December 31, 2013 to ensure that the services continue to be provided at the County Correctional Facilities; now, therefore,

BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby authorizes the Sheriff to grant an extension to the existing contract with Mobile Medical Staffing for dental services for the period of January 1, 2013 to December 31, 2013, and

BE IT FURTHER RESOLVED, that the Milwaukee County Board of Supervisors hereby authorizes the Sheriff to pay Mobile Medical Staffing for services invoiced after the end of the previous contract and prior to the signing of the current requested amendment.

**FISCAL NOTE**

The 2013 Adopted Budget for the Office of the Sheriff includes funding of \$330,000 for dental services which will be sufficient for the contract costs for 2013.

**MILWAUKEE COUNTY FISCAL NOTE FORM**

**DATE:** 1/8/13

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** The Sheriff of Milwaukee County requests the authority to grant an extension to Mobile Medical Staffing for dental services at two County Correctional Facilities.

**FISCAL EFFECT:**

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

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

	<b>Expenditure or Revenue Category</b>	<b>Current Year</b>	<b>Subsequent Year</b>
<b>Operating Budget</b>	Expenditure	0	
	Revenue	0	
	Net Cost	0	
<b>Capital Improvement Budget</b>	Expenditure		
	Revenue		
	Net Cost		

**DESCRIPTION OF FISCAL EFFECT**

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

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

The Sheriff of Milwaukee County is requesting the authority to grant an extension to an existing contract with Mobile Medical Staffing for the provision of dental services at the County Correctional Facilities for the period of January 1, 2013 to December 31, 2013. The 2013 Adopted Budget for the Office of the Sheriff includes funding of \$330,000 for dental services which will be sufficient for the contract costs for 2013.

Department/Prepared By William R. Lethlean, Accounting Manager

Authorized Signature 

Did DAS-Fiscal Staff Review?  Yes  No

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

**-ADDENDUM TO CONTRACT BETWEEN  
THE MILWAUKEE COUNTY SHERIFF'S OFFICE  
AND MOBILE MEDICAL STAFFING  
(PREVIOUSLY DBA ONE CALL DENTAL)**

December 29, 2012

Pursuant to paragraph 1, of the contract between Milwaukee County Sheriff's Office and Mobile Medical Staffing, which was originally dated January 1, 2007, for a three-year initial term, the second contract extension is for an additional one year by the agreement of both parties, and will be expire on December 31, 2012. An extension is granted under the second extension offered under the contract on a month-to-month basis beginning January 1, 2013.

Should this extension be terminated, notice of termination of this month to month extension will be provided 30 days prior to termination All provisions, services and conditions set forth.

All provisions, services and conditions set forth in the original contract for the stated scope of services shall remain in full force except where noted below.

1) Mobile Medical Staffing will continue to provide services to the County Correctional Facility Central and County Correctional Facility South (referred to in the original contract as the Milwaukee County Jail and Milwaukee County House of Corrections) as outlined in the original contract.

2) The fee schedule will be as follows and will remain in effect for the duration of the contract extension.

Year	Dentist	Dental Assistant
2013	\$129.79	\$38.96

Dental Staff working hours are from 8 am to 4:30pm, if work is complete staff is to leave upon completion of the work for the day. Staff will take ½ hour unpaid lunch. The lunch break should be taken when inmates are not available. Staff will clock in upon arrival and out when leaving the building at any time and for their unpaid lunch period.

All dental encounters must be documented in the electronic medical record for each inmate. Dental staff will be familiar with and adhere to all MCSO rules, policies and procedures.

\_\_\_\_\_  
Milwaukee County Sheriff's Office

\_\_\_\_\_  
Mobile Medical Staffing

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Risk Manager

\_\_\_\_\_  
Date



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

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David A. Clarke, Jr.  
*Sheriff*

**Date:** January 8, 2013

**To:** Supervisor Marina Dimitrijevic, Chairwoman, Milwaukee County Board of Supervisors

**From:** Richard Schmidt, Inspector, Office of the Sheriff, Milwaukee County

**Subject:** Request to execute a month to month extension of the Dialysis Service Contract with Wisconsin Renal/Biomedical Fresenius to continue to provide inmate medical health services at the County Correctional Facilities of the Office of the Sheriff.

Pursuant to Milwaukee County Ordinance Chapter 56, the Sheriff is requesting a referral to the appropriate County Board committee for review and disposition, authorization to execute inmate health services contract for inmates at the County Correctional Facilities of the Office of the Sheriff.

### Background

The Office of the Sheriff maintains a medical and mental health unit responsible for providing inmate medical care in the two County Correctional Facilities. The County is currently operating under the Christensen Consent Decree, which dictates the minimum level of inmate care.

The 2013 Budget transfers the responsibility of Inmate Medical for both Correctional Facilities to the New House of Correction effective April 1, 2013. Circumstances and litigation may delay or inhibit implementation. The Dialysis Contract/extension for services expired 12/31/2012.

The Office of the Sheriff is requesting to continue this contract on a month-to-month basis expiring 12/31/2013. Upon the resolution of all litigation, should Milwaukee County Sheriff's Office continue to be responsible for providing Inmate Medical to both Correctional Facilities, an RFP will be issued for future contract considerations.

Richard Schmidt, Inspector  
 Milwaukee County Office of the Sheriff

cc: Chris Abele, County Executive  
 Supervisor Mark Borkowski, Chair, Judiciary, Safety & General Services Committee  
 Kelly Bablitch, Chief of Staff  
 Janelle Jensen, Committee Clerk  
 Jennifer Collins, Research Analyst

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3 (ITEM ) From the Sheriff requesting to grant an amendment to Wisconsin Renal Care  
4 Group LLC d/b/a Fresenius Medical Care for acute dialysis treatment at the  
5 County Correctional Facilities from January 1, 2013 to December 31, 2013:

6 A RESOLUTION

7 WHEREAS, the Sheriff of Milwaukee County requests the authority to grant an  
8 extension to an existing contract with Wisconsin Renal Care Group LLC d/b/a Fresenius  
9 Medical Care for acute dialysis treatment at the County Correctional Facilities for the  
10 period of January 1, 2013 until December 31, 2013; and

11  
12 WHEREAS, the Sheriff began contracting for acute dialysis treatment in 2007 with  
13 Wisconsin Renal Care Group LLC d/b/a Fresenius Medical Care with an initial three-year  
14 contract what was completed on December 31, 2010; and

15  
16 WHEREAS, in November of 2011, County Board File No. 11-476 was approved which  
17 granted the Sheriff the authority to continue a contract with Wisconsin Renal Care Group LLC  
18 d/b/a Fresenius Medical Care for acute dialysis treatment at the County Correctional Facilities;  
19 and

20  
21 WHEREAS, the term of the contract approved by County Board File No. 11-476 was  
22 from January 1, 2007 until December 31, 2010 with an additional three one-year extensions  
23 subject to the approval of the County Board's Judiciary Committee; and

24  
25 WHEREAS, the total term of the contract is not to exceed a total of six years; and

26  
27 WHEREAS, this amendment to the contract is for January 1, 2013 to December 31,  
28 2013; now, therefore,

29  
30 BE IT RESOLVED, the Sheriff is hereby authorized to execute an amendment to the  
31 existing contract with Wisconsin Renal Care Group LLC d/b/a Fresenius Medical Care for acute  
32 dialysis treatment for the period of January 1, 2013to December 31, 2013.

33  
34 FISCAL NOTE

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36 The 2013 Adopted Budget for the Office of the Sheriff includes funding of \$50,000 for acute  
37 dialysis treatment which will be sufficient for the contract costs for 2013.  
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(ITEM ) From the Sheriff requesting to grant an amendment to Wisconsin Renal Care Group LLC d/b/a Fresenius Medical Care for acute dialysis treatment at the County Correctional Facilities from January 1, 2013 to December 31, 2013:

**A RESOLUTION**

WHEREAS, the Sheriff of Milwaukee County requests the authority to grant an extension to an existing contract with Wisconsin Renal Care Group LLC d/b/a Fresenius Medical Care for acute dialysis treatment at the County Correctional Facilities for the period of January 1, 2013 until December 31, 2013; and

WHEREAS, the Sheriff began contracting for acute dialysis treatment in 2007 with Wisconsin Renal Care Group LLC d/b/a Fresenius Medical Care with an initial three-year contract that was completed on December 31, 2010; and

WHEREAS, in November of 2011, County Board File No. 11-476 was approved which granted the Sheriff the authority to continue a contract with Wisconsin Renal Care Group LLC d/b/a Fresenius Medical Care for acute dialysis treatment at the County Correctional Facilities; and

WHEREAS, the term of the contract approved by County Board File No. 11-476 was from January 1, 2007 until December 31, 2010 with an additional three one-year extensions subject to the approval of the County Board's Judiciary Committee; and

WHEREAS, the total term of the contract is not to exceed a total of six years; and

WHEREAS, this amendment to the contract is for January 1, 2013 to December 31, 2013; now, therefore,

BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby authorizes the Sheriff to grant an extension to the existing contract with Wisconsin Renal Care Group LLC d/b/a Fresenius Medical Care for acute dialysis treatment for the period of January 1, 2013 to December 31, 2013, and

BE IT FURTHER RESOLVED, that the Milwaukee County Board of Supervisors hereby authorizes the Sheriff to pay Wisconsin Renal Care Group LLC d/b/a Fresenius Medical Care for services invoiced after the end of the previous contract and prior to the signing of the current requested amendment.

**FISCAL NOTE**

The 2013 Adopted Budget for the Office of the Sheriff includes funding of \$50,000 for acute dialysis treatment which will be sufficient for the contract costs for 2013.

**MILWAUKEE COUNTY FISCAL NOTE FORM**

**DATE:** 1/8/13

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** The Sheriff of Milwaukee County requests the authority to grant an extension to Wisconsin Renal Care Group LLC d/b/a Frensenius Medical Care for acute dialysis treatment at two County Correctional Facilities.

**FISCAL EFFECT:**

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

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

	<b>Expenditure or Revenue Category</b>	<b>Current Year</b>	<b>Subsequent Year</b>
<b>Operating Budget</b>	Expenditure	0	
	Revenue	0	
	Net Cost	0	
<b>Capital Improvement Budget</b>	Expenditure		
	Revenue		
	Net Cost		

**DESCRIPTION OF FISCAL EFFECT**

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

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

The Sheriff of Milwaukee County is requesting the authority to grant an extension to an existing contract with Wisconsin Renal Care Group LLC d/b/a Frensenius Medical Care for the provision of acute dialysis treatment at the County Correctional Facilities for the period of January 1, 2013 to December 31, 2013. The 2013 Adopted Budget for the Office of the Sheriff includes funding of \$50,000 for acute dialysis treatment which will be sufficient for the contract costs for 2013.

Department/Prepared By William R. Lethlean, Accounting Manager

Authorized Signature 

Did DAS-Fiscal Staff Review?  Yes  No

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

**SECOND AMENDMENT TO PURCHASE OF SERVICE CONTRACT BETWEEN  
THE MILWAUKEE COUNTY SHERIFF'S OFFICE  
AND WISCONSIN RENAL CARE GROUP, LLC**

This Second Amendment to Purchase of Service Contract ("Second Amendment") is entered into by and between Wisconsin Renal Care Group, LLC ("Contractor"), which is an affiliate of Fresenius Medical Care Holdings, Inc. d/b/a Fresenius Medical Care North America, and Milwaukee County ("County").

WHEREAS, the County entered into a Purchase of Service Contract for Dialysis Services with Bio-Medical Applications of Wisconsin, Inc. on January 1, 2007, which Bio-Medical Applications of Wisconsin, Inc. assigned to Contractor pursuant to that Assignment and Assumption of Purchase of Service Contract entered into, and consented to by County, on September 1, 2007, and as amended by that First Amendment to Purchase of Service Contract between The Milwaukee County Sheriff's Office and Wisconsin Renal Care Group, LLC dated January 4, 2012 (collectively, the "Contract"); and

WHEREAS, County and Contractor acknowledge that neither County or Contractor are accredited by JCAHO and wish to correct a mutual mistake in the Contract relating to obligations for the parties' to comply with requirements and recommendations under JCAHO Standards; and

WHEREAS, the County and Contractor desire to amend the Contract as set forth below.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants herein, the parties agree that the Contract shall be and is hereby amended and modified as follows:

1. The parties agree that terms used herein without further definition shall have the same meanings ascribed to them as in the Contract.
2. Unless otherwise indicated herein, this Second Amendment is effective as of January 1, 2013.
3. The Contract is hereby amended by adding the following at the end of Section 1 (CONTRACT TERM):

"Notwithstanding anything to the contrary contained in this Contract, thereafter, the term shall extend through December 31, 2013."

4. The Contract is hereby amended by deleting Section 2.F. of the Contract in its entirety, and replacing it with the following:

"F. County shall perform all County's duties and obligations under this agreement in accordance with all applicable federal and state laws and regulations, applicable County policies, bylaws, rules and regulations."

5. The Contract is hereby amended by deleting Section 3.H. of the Contract in its entirety, and replacing it with the following:

"H. Contractor and Contractor Staff providing Services to County under this Agreement shall perform all Contractor's duties and obligations set forth herein in accordance with all applicable federal and state laws and regulations, applicable County policies, bylaws, rules and regulations as such are communicated to Contractor in writing."

6. All other terms and conditions set forth in the Contract shall remain in full force and effect.

7. In the event of any conflict, inconsistency, or incongruity between any provision of this Second Amendment and any provision of the Contract, the provisions of this Second Amendment shall govern and control.

8. This Second Amendment shall not be deemed accepted by either party unless and until an authorized officer of each party has signed this Second Amendment. No other act or writing by an agent, employee, officer or manager of a party shall cause this Second Amendment to be a valid, effective or binding contract on that party.

9. This Second Amendment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Execution may be evidenced with facsimile signatures, subject to the originals being promptly forwarded to the respective parties.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the later of the dates indicated below.

MILWAUKEE COUNTY



Milwaukee County Sheriff's Office

Name: RICHARD SCHMIDT

Title: SENIOR COMMANDER

Date: 12/18/12

WISCONSIN RENAL CARE GROUP, LLC

By Its Members:



RCG University Division, Inc.

Name: Paul J. Cola

Title: Assistant Treasurer

Date: 12/28/12



Froedert & Community Health, Inc.

Name: Jean M. Voight

Title: Vice President / CVG CAO & CFO

Date: 12/27/12



The Medical College of Wisconsin, Inc.

Name: Gregory Spitzer

Title: Chief Financial Officer

Date: 12/21/12



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

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David A. Clarke, Jr.  
*Sheriff*

**Date:** January 8, 2013

**To:** Supervisor Marina Dimitrijevic, Chairwoman, Milwaukee County Board of Supervisors

**From:** Richard Schmidt, Inspector, Office of the Sheriff, Milwaukee County

**Subject:** Request to execute a month to month extension of the Inmate Laboratory Service Contract with DynaCare Laboratories to continue to provide inmate medical health services at the County Correctional Facilities of the Office of the Sheriff.

Pursuant to Milwaukee County Ordinance Chapter 56, the Sheriff is requesting a referral to the appropriate County Board committee for review and disposition, authorization to execute inmate health services contract for inmates at the County Correctional Facilities of the Office of the Sheriff.

#### **Background**

The Office of the Sheriff maintains a medical and mental health unit responsible for providing inmate medical care in the two County Correctional Facilities. The County is currently operating under the Christensen Consent Decree, which dictates the minimum level of inmate care.

The 2013 Budget transfers the responsibility of Inmate Medical for both Correctional Facilities to the New House of Correction effective April 1, 2013. Circumstances and litigation may delay or inhibit implementation. The Laboratory Contract/extension for services expires 02/15/2013.

The Office of the Sheriff is requesting to continue this contract on a month-to-month basis expiring 02/15/2014. Upon the resolution of all litigation, should Milwaukee County Sheriff's Office continue to be responsible for providing Inmate Medical to both Correctional Facilities, an RFP will be issued for future contract considerations.

Richard Schmidt, Inspector  
 Milwaukee County Office of the Sheriff

cc: Chris Abele, County Executive  
 Supervisor Mark Borkowski, Chair, Judiciary, Safety & General Services Committee  
 Kelly Bablitch, Chief of Staff  
 Janelle Jensen, Committee Clerk  
 Jennifer Collins, Research Analyst

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(ITEM ) From the Sheriff requesting to grant an amendment to United DynaCare LLC dba DynaCare Laboratories for inmate laboratory services related to inmate medical care at two County Correctional Facilities from February 16, 2013 to February 15, 2014:

**A RESOLUTION**

WHEREAS, the current contract for clinical laboratory services for inmates at the two County Correctional Facilities was approved under File No. 08-60, expires 02/15/13; and

WHEREAS, Dynacare Laboratories was selected from an RFP response by an Evaluation Committee consisting of Milwaukee County employees; and

WHEREAS, Dynacare Laboratories was selected based upon both Technical Proposal and best price and meeting the Milwaukee County DBE participation goal; and

WHEREAS, the 2013 Sheriff's adopted budget includes \$153,125 for clinical laboratory services and estimated costs with DynaCare Laboratories; now, therefore,

BE IT RESOLVED, the Sheriff is hereby authorized to execute an amendment to the existing contract with United DynaCare LLC dba DynaCare Laboratories for inmate laboratory services related to inmate medical care for the period of February 16, 2013 to February 15, 2014.

**FISCAL NOTE**

The 2013 Adopted Budget for the Office of the Sheriff includes funding of \$153,125 inmate laboratory services related to inmate medical care which will be sufficient for the contract costs for 2013.

**MILWAUKEE COUNTY FISCAL NOTE FORM**

**DATE:** 1/8/13

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** The Sheriff of Milwaukee County requests the authority to grant an extension to a contract with United DynaCare LLC dba DynaCare Laboratories for the inmate laboratory services related to inmate medical care at two County Correctional Facilities.

**FISCAL EFFECT:**

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

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

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

## DESCRIPTION OF FISCAL EFFECT

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

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

The Sheriff is requesting the authority to grant an extension to an existing contract with United DynaCare LLC dba DynCare Laboratories for the provision of inmate laboratory services related to inmate medical care at two County Correctional Facilities for the period of February 16, 2013 to February 15, 2014. The 2013 Adopted Budget for the Office of the Sheriff includes funding of \$153,125 for 2013 for laboratory services for inmate medical care which will be sufficient for the contract cost for 2013..

Department/Prepared By William R. Lethlean, Accounting Manager

Authorized Signature 

Did DAS-Fiscal Staff Review?  Yes  No

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

ADDENDUM TO THE CONTRACT BETWEEN  
THE MILWAUKEE COUNTY SHERIFF'S OFFICE  
AND DYNACARE LABORATORIES

January 9, 2013

Pursuant to paragraph 1, of the contract between Milwaukee County Sheriff's Office and DynaCare Laboratories which was originally date February 15, 2008, for a three-year term. An extension is granted under the last extension offered under the contract on a month-to-month basis beginning January 1, 2013.

Should this extension be terminated, notice of termination of this month-to-month extension will be provided by the 15<sup>th</sup> of the month prior to termination All provisions, services and conditions set forth.

The current fee schedule will remain in effect for the duration of the contract extension. All provisions, services and conditions set forth in the original contract for the stated scope of services shall remain in full force and effect.

\_\_\_\_\_  
Milwaukee County Sheriff's Office

\_\_\_\_\_  
DynaCare Laboratories

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Risk Manager

\_\_\_\_\_  
Date



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

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David A. Clarke, Jr.  
*Sheriff*

**Date:** January 8, 2013

**To:** Supervisor Marina Dimitrijevic, Chairwoman, Milwaukee County Board of Supervisors

**From:** Richard Schmidt, Inspector, Office of the Sheriff, Milwaukee County

**Subject:** Request to execute a month-to-month extension of the Professional Services Contract with ATTIC Correctional Services.

Pursuant to Milwaukee County Ordinance Chapter 56, the Sheriff is requesting a referral to the appropriate County Board committee for review and disposition, authorization to execute a professional services contract for inmates at the County Correctional Facilities of the Office of the Sheriff.

#### Background

ATTIC provides alcohol and other drug abuse treatments and cognitive intervention classes at the County Correctional Facilities of the Office of the Sheriff. The 2013 Budget transfers the responsibility of the County Correctional Facility South to the New House of Correction effective April 1, 2013. Circumstances and litigation may delay or inhibit implementation. The ATTIC contract/extension for services expired 12/31/2012.

The Office of the Sheriff is requesting to continue this contract on a month-to-month basis expiring 12/31/2013.

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Richard Schmidt, Inspector  
 Milwaukee County Office of the Sheriff

cc: Chris Abele, County Executive  
 Supervisor Mark Borkowski, Chair, Judiciary, Safety & General Services Committee  
 Kelly Bablitch, Chief of Staff  
 Janelle Jensen, Committee Clerk  
 Jennifer Collins, Research Analyst

1  
2  
3 (ITEM ) From the Sheriff requesting to grant an extension to ATTIC Correctional  
4 Services, Inc. for provision of Alcohol and Other Drug Abuse treatment  
5 and Cognitive intervention services at the CCFS:

6 A RESOLUTION

7 WHEREAS, the County Board File No. 08-437 approved the execution of a  
8 professional service contract between ATTIC Correctional Services and Milwaukee  
9 County for the provision of AODA and other services; and

10  
11 WHEREAS, the contract was dated April 1, 2005 and the final year of the  
12 contract was for January 1, 2009 through December 31, 2009 in the amount of  
13 \$42,000; and

14  
15 WHEREAS, the program provides substance abuse treatment and cognitive  
16 intervention classes and the program is designed for those who have substance abuse  
17 issues and a history of criminal conduct by offering the treatment needed to make a  
18 successful transition from incarceration to a drug-free, crime-free life style by  
19 addressing factors that have proven to reduce recidivism; and

20  
21 WHEREAS, the CCFS has contracted with ATTIC Correctional Services, Inc.  
22 for similar type classes since December 31, 2009 by amending the original  
23 professional service contract; and

24  
25 WHEREAS, this amendment to the contract is for January 1, 2013 to  
26 December 31, 2013; now, therefore,

27  
28 BE IT RESOLVED, the Sheriff is hereby authorized to grant an extension to  
29 the existing contract with ATTIC Correctional Services, Inc. for AODA services at the  
30 CCFS for the period of January 1, 2013 to December 31, 2013.

31  
32 FISCAL NOTE

33  
34 The 2013 Adopted Budget for the Office of the Sheriff includes funding of \$42,000  
35 for the provision of AODA services which will be sufficient for the contract costs for  
36 2013.  
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(ITEM ) From the Sheriff requesting to grant an extension to ATTIC Correctional Services, Inc. for provision of Alcohol and Other Drug Abuse treatment and Cognitive intervention services at the CCFS:

A RESOLUTION

WHEREAS, the County Board File No. 08-437 approved the execution of a professional service contract between ATTIC Correctional Services and Milwaukee County for the provision of AODA and other services; and

WHEREAS, the contract was dated April 1, 2005 and the final year of the contract was for January 1, 2009 through December 31, 2009 in the amount of \$42,000; and

WHEREAS, the program provides substance abuse treatment and cognitive intervention classes and the program is designed for those who have substance abuse issues and a history of criminal conduct by offering the treatment needed to make a successful transition from incarceration to a drug-free, crime-free life style by addressing factors that have proven to reduce recidivism; and

WHEREAS, the CCFS has contracted with ATTIC Correctional Services, Inc. for similar type classes since December 31, 2009 by amending the original professional service contract; and

WHEREAS, this amendment to the contract is for January 1, 2013 to December 31, 2013; now, therefore,

BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby authorizes the Sheriff to grant an extension to the existing contract with ATTIC Correctional Services, Inc. for AODA services at the CCFS for the period of January 1, 2013 to December 31, 2013; and,

BE IT FURTHER RESOLVED, that the Milwaukee County Board of Supervisors hereby authorizes the Sheriff to pay ATTIC Correctional Services, Inc. for services invoiced after the end of the previous contract and prior to the signing of the current requested amendment.

FISCAL NOTE

The 2013 Adopted Budget for the Office of the Sheriff includes funding of \$42,000 for the provision of AODA services which will be sufficient for the contract costs for 2013.

**MILWAUKEE COUNTY FISCAL NOTE FORM**

**DATE:** 1/8/13

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** Authorization to execute a contract extension with ATTIC Correctional Services for AODA services at the CCFS.

**FISCAL EFFECT:**

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

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

	<b>Expenditure or Revenue Category</b>	<b>Current Year</b>	<b>Subsequent Year</b>
<b>Operating Budget</b>	Expenditure	0	
	Revenue	0	
	Net Cost	0	
<b>Capital Improvement Budget</b>	Expenditure		
	Revenue		
	Net Cost		

## DESCRIPTION OF FISCAL EFFECT

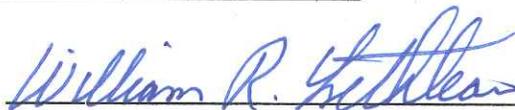
In the space below, you must provide the following information. Attach additional pages if necessary.

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

The Sheriff of Milwaukee County is requesting the authority to grant an extension to an existing contract with ATTIC Correctional Services, Inc. that currently provides AODA services at the CCFS for the period of January 1, 2013 to December 31, 2013. The 2013 Adopted Budget for the Office of the Sheriff includes funding of \$42,000 AODA services which will be sufficient for the contract costs for 2013.

Department/Prepared By William R. Lethlean, Accounting Manager

Authorized Signature



Did DAS-Fiscal Staff Review?  Yes  No

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



County of Milwaukee  
**Office of the Sheriff**

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

**PROFESSIONAL SERVICE CONTRACT AMENDMENT**

Pursuant to Milwaukee County Board of Supervisors File, the professional service contract between ATTIC Correctional Services, Inc. and the Milwaukee County's Sheriff's Office dated April 1, 2005 is hereby amended to reflect the 2012 Adopted Budget which included funding of \$42,000 to be used during 2013. The contract is from January 1, 2013 to December 31, 2013 in the amount of \$42,000 reflecting twelve months of funding.

Contractor will be responsible for the provision of Alcohol and Other Drug Abuse treatment and Cognitive Intervention classes. Counselor/Therapists will be assigned to the CCFS and provide assessment/treatment/classes on site. Contractor will work cooperatively and harmoniously with the CCFS and other agencies that provide services in the institution. Contractor's staff will assess inmates for appropriateness for the program. Contractor will provide group AODA and CIP treatment classes as well as one-on-one counseling sessions with program participants. Contractor must monitor and record participant progress. Contractor will be responsible to measure and report progress on monthly basis to MCSO management.

The contract amount per month is \$3,500.

On the 15<sup>th</sup> of each month, a renewal notification will be issued if the contract is to be continued for the next month. All provisions, services and conditions set forth in the original contract for the stated scope of services shall remain in full force except where noted above.

\_\_\_\_\_  
For Milwaukee County

\_\_\_\_\_  
For ATTIC Correctional Services Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved for Execution by Corporation Counsel.

Reviewed by County's Risk Manager:

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

\_\_\_\_\_  
Risk Manager      Date

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



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

---

David A. Clarke, Jr.  
*Sheriff*

**DATE:** January 10, 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 Zoo Interchange Rebuilding / Reconstruction Project.

#### BACKGROUND

The Wisconsin Department of Transportation is requesting the Milwaukee County Sheriff's Office to partner with them during the Zoo Interchange Project. This is to ensure that emergency response is not negatively affected by roadway construction, traffic diversions or equipment and material transportation in and out of construction sites.

#### Zoo Interchange Project

- DOT will provide \$886,564 in order to provide planning, coordination and staffing services relative to this project. Staffing will include 16 hours per day/7 days per week from January 28, 2013 – December 31, 2014.
- Included in the grant award are monies allocated for anticipated and unanticipated assistance over all shift hours.
- Services requested by 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.

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- 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 a specified Enhanced Project Patrol Squad (Chevrolet Suburban) and receive reimbursement by the project (DOT) on a weekly basis to pay off the total cost of said vehicle.
- 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 Mark Borkowski, Chair, Judiciary, Safety & General Services Committee  
Kelly Bablitch, Chief of Staff  
Janelle Jensen, Committee Clerk  
Jennifer Collins, Research Analyst

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2  
3 (ITEM ) From the Sheriff requesting to apply for and accept, if awarded, a State of  
4 Wisconsin Department of Transportation grant for 2013 Traffic Mitigation during the  
5 Zoo Interchange Project in the amount of \$886,564:

6 A RESOLUTION

7 WHEREAS, the State of Wisconsin Department of Transportation has  
8 authorized the Zoo Interchange project and identified as Interstates I-94 and I-  
9 894/USH-45 from Lincoln Avenue on the south, west of Underwood Parkway on the  
10 west, Burleigh Road on the north and 70<sup>th</sup> Street on the east, and local streets within  
11 two miles of the interstate roadways; and  
12

13 WHEREAS, the State of Wisconsin has requested the implementation of a  
14 comprehensive effort to provide planning, coordination and staffing services to  
15 mitigate emergency incidents in the project area and stay informed of roadway  
16 closures and construction progress; and  
17

18 WHEREAS, the State of Wisconsin estimates this project will commence on  
19 January 28, 2013 and end approximately December 31, 2014; and  
20

21 WHEREAS, the Milwaukee County's Sheriff Office will provide a properly  
22 trained sheriff deputy patrol dedicated to the project area 24 hours per day and  
23 seven days a week between February 1, 2013 and December 31, 2014; and  
24

25 WHEREAS, Milwaukee County's Sheriff Office will bill the State of Wisconsin  
26 Department of Transportation for Deputy Sheriff straight time with overhead included  
27 at \$56.92 per hour; and  
28

29 WHEREAS, Milwaukee County's Sheriff Office will bill the State of Wisconsin  
30 Department of Transportation for Deputy Sheriff overtime at \$54.48 per hour; and  
31

32 WHEREAS, the Milwaukee County's Sheriff Office will provide an enhanced  
33 construction project patrol vehicle with the cost to be recovered at a weekly rate of  
34 \$480/week through December 2014. The vehicle will remain dedicated to the  
35 project for the life of the vehicle. Fuel and maintenance to be billed at actual cost;  
36 and  
37

38 WHEREAS, the Milwaukee County's Sheriff Office will provide a freeway  
39 service patrol truck with the cost to be recovered at a weekly rate of \$700/week  
40 through December 2014. The vehicle will remain dedicated to the project for the life  
41 of the vehicle. Fuel and maintenance to be billed at actual cost; and  
42

43 WHEREAS, the Milwaukee County's Sheriff Office will provide a speed trailer  
44 reserved for the project area to be billed out at the weekly rate of \$50/week; now,  
45 therefore  
46  
47

48 BE IT RESOLVED, the Office of the Sheriff is hereby authorized to apply for  
49 and accept State of Wisconsin Department of Transportation grant for 2013 Traffic  
50 Mitigation Contract for the Zoo Interchange Project in the amount of \$886,564.

51

52 FISCAL NOTE

53

54 An appropriation transfer request will be submitted for consideration, once the  
55 grant is awarded, to the Committee on Finance and Audit to recognize the  
56 grant revenue and establish expenditure authority of \$886,564. There is no  
57 local match to the funding and therefore no tax levy impact.

58

**MILWAUKEE COUNTY FISCAL NOTE FORM**

**DATE:** 1/8/13

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** Request to apply for and accept, if awarded, a State of Wisconsin Department of Transportation grant for 2013 Traffic Mitigation for the Zoo Interchange Project in the amount of \$886,564.

**FISCAL EFFECT:**

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

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

	Expenditure or Revenue Category	Current Year	Subsequent Year
<b>Operating Budget</b>	Expenditure	886,540	
	Revenue	886,540	
	Net Cost		
<b>Capital Improvement Budget</b>	Expenditure		
	Revenue		
	Net Cost		

## DESCRIPTION OF FISCAL EFFECT

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

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

From the Sheriff, a request to apply for and accept, if awarded, a State of Wisconsin Department of Transportation grant for Traffic Mitigation for the Zoo Interchange. Grant funds total \$886,564 for Sheriff Deputy labor hours totaling \$706,864, required vehicles \$118,000, vehicle use and maintenance \$56,700, and speed trailer \$5,000.

Department/Prepared By William R. Lethlean, Accounting Manager

Authorized Signature



Did DAS-Fiscal Staff Review?  Yes  No

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

**AGREEMENT BETWEEN**  
**THE WISCONSIN DEPARTMENT OF TRANSPORTATION**  
**AND**  
**THE MILWAUKEE COUNTY OFFICE OF THE SHERIFF**

State Project I.D. 1060-37-93  
CONTRACT NO. 1  
2013-2014 Traffic Mitigation  
Zoo Interchange 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 Zoo Interchange Project (PROJECT) to mitigate traffic impacts and 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 is defined as interstates I-94 and I-894/USH-45 from Lincoln Avenue on the south, west of Underwood Parkway on the west, Burleigh Road on the north and 70<sup>th</sup> Street on the east. 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 \$886,564.00 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 PROJECT roadway closures and construction progress for approximately a 2-year period commencing on January 28, 2013 and ending on December 31, 2014.

The COUNTY shall provide a sheriff deputy patrol, properly trained in work zone safety and mobility, dedicated to the defined PROJECT area seven days a week between January 28, 2013 and December 31, 2014.

The monies provided by this agreement will allow for dedicated staff to assist in:

- Respond to freeway crashes and incidents
- Assist with planned/unplanned freeway, lane, ramp, and shoulder closures, including STH 100 full intersection closures and overnight freeway closures
- Clear minor debris that is disruptive to traffic flow
- Deploy one speed trailer
- Roadway monitoring, clearance of incidents and speed enforcement
- Ensure consistent staffing of mitigation officer
- Participate in incident "dry run" exercises
- Assist in development of an Incident Crisis Communications Plan

- 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:
  - 2013 Construction
    - Overnight closure assistance for Greenfield Ave, STH 100, and Swan Blvd projects.
    - Patrol STH 100 16/7 during construction.
    - Patrol USH 45 16/7 during full STH 100 intersection closures in July and August. STH 100 will not require full time patrols during this time as volumes should be greatly reduced.
  - 2014 Construction
    - Overnight closure assistance for STH 100, Watertown Plank Rd, and 76<sup>th</sup> St projects.
    - Patrol PROJECT area 16/7 during construction
- Strategy includes costs for cell phones to communicate with contractors/DOT construction staff and mileage

The COUNTY shall provide patrol staff billed at the Deputy Sheriff straight time with an overhead included hourly rate of \$56.92 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 is to be maintained by the COUNTY.

The COUNTY shall also provide on-call closure assistance for freeways, lanes, shoulders, and ramps to be performed from January 28, 2013 to December 31, 2014. The COUNTY shall provide closure assistance using staff to be billed at the Deputy Sheriff overtime hourly rate of \$54.48 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 four 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.

#### **Freeway Service Patrol Truck**

The COUNTY shall also provide and properly equip a freeway service patrol truck to be billed out at the per week rate of \$700/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 four years. Fuel and maintenance to be billed out at actual cost. See Attachment B – Milwaukee County Office of the Sheriff Freeway Service Team Scope of Services for specifications regarding the use of this vehicle.

**Oversized/Overweight Escorts**

The COUNTY shall charge this contract for costs due to escorts of PROJECT bridge girders into the work zone.

**Speed Trailer**

The COUNTY shall provide and maintain one speed trailer that is reserved for the PROJECT area. The DEPARTMENT will request the COUNTY to position the trailer to specific locations on the project. The speed trailer is to be billed out at a per week rate of \$50.00 /week.

**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 total amount of **\$886,564.00**. Billings shall be directed by the COUNTY to the attention of Chris Hager, Wisconsin Department of Transportation, Southeast Region, 141 NW Barstow Street, P.O. Box 798, Waukesha, WI 53187-0798 and will include a statement of expenses supported by a description of items and services provided and expended. The DEPARTMENT shall pay the billings promptly upon receipt thereof.

## Notifications

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

**Notice to the County:** Captain Daniel Hughes  
Milwaukee County Sheriff's Office  
821 West State Street, Room 107  
Milwaukee, WI 53233  
(414) 454-4084  
Daniel.Hughes@milwcnty.com

**Notice to the Department:** Chris Hager, PE  
Work Zone Transportation Management Plan Lead  
Zoo Interchange Project  
WisDOT SE Region - Southeast Freeways PDS  
141 NW Barstow  
Waukesha, WI 53187-0798  
(262) 521-4433  
christopher.hager@dot.wi.gov

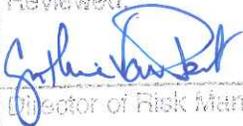
**Signatures:**

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

APPROVED \_\_\_\_\_  
For the Milwaukee County Office of the Sheriff Date

APPROVED \_\_\_\_\_  
For the Wisconsin Department of Transportation Date

APPROVED \_\_\_\_\_  
Governor, State of Wisconsin Date

Reviewed:  
 1/4/13  
Director of Risk Management

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

State Project I.D. 1060-37-93  
CONTRACT NO. 1  
2013-2014 Traffic Mitigation  
Zoo Interchange Project

Service	Hourly Rate	No. of Hours	Cost
2013 Patrol Staff (16/7)	\$56.92	5300	\$301,676.00
2014 Patrol Staff (16/7)	\$56.92	5300	\$301,676.00
Overtime Assistance	\$54.48	1900	\$103,512.00
<b>Subtotal</b>			<b>\$706,864.00</b>

Service	Weekly Rate	No. of Weeks	Cost
Enhanced Project Patrol Squad	\$480	100	\$48,000
Freeway Service Patrol Truck	\$700	100	\$70,000
<b>Subtotal</b>			<b>\$118,000</b>

Service	Fuel	Maintenance	Cost
Enhanced Project Patrol Squad	\$21,150	\$12,150	\$33,300
Freeway Service Patrol Truck	\$12,150	\$11,250	\$23,400
<b>Subtotal</b>			<b>\$56,700</b>

Service	Weekly Rate	No. of Weeks	Cost
One Speed Trailer	\$50.00	100	\$5,000.00
<b>Subtotal</b>			<b>\$5,000.00</b>

**Total Contract Cost: \$886,564.00**

**Attachment B:**  
**Milwaukee County Office of the Sheriff**  
**Freeway Service Team Scope of Services**

State Project I.D. 1060-37-93  
CONTRACT NO. 1  
2013-2014 Traffic Mitigation  
Zoo Interchange Project

**1.0 INTRODUCTION**

The purpose of this attachment is to define and describe a Scope of Services, including roles, responsibilities, authority, and liability, in providing a Freeway Service Team (FST) throughout Zoo Interchange Project area in Milwaukee County, Wisconsin. This is a continuation of a similar FST service currently operated by the COUNTY under contract to the DEPARTMENT.

Upon agreement between the DEPARTMENT and the COUNTY on the specifics contained herein; that the COUNTY shall operate the FST on the Milwaukee County Freeway System under contract to the DEPARTMENT. Specific materials and services to be provided by the COUNTY are documented in the sections below, which also identify the roles, responsibilities, authority, and liability of this service.

**2.0 OVERVIEW and definitions**

The FST provides expedited clearance of disabled and crashed vehicles made possible by the presence of FST vehicles continuously patrolling designated segments of Interstate and U.S. highways during designated hours. The primary goal of the FST service is quick clearance of traffic incidents thereby improving safety and minimizing traffic delays and congestion. The FST shall accomplish this goal by providing minor repairs for disabled vehicles; pushing disabled vehicles off the highway; providing fuel; clearing debris from disabled vehicles, small non-hazardous debris, and debris that is otherwise disruptive to traffic flow; directing traffic and assisting with traffic control; providing traffic and incident information to the WisDOT Statewide Traffic Operations Center (STOC); providing traffic and pavement condition reports; and providing informational literature to motorists. FST vehicles are typically equipped with push bumpers, traffic cones, electronic changeable message boards, radios, mobile phones, and other necessary equipment to provide quick clearance type services. Aid within the scope of operations of the FST is rendered free of charge to the motorist.

Following are definitions used throughout this agreement:

**Administrator** - Means an officially designated representative of the Milwaukee County Sheriff's Office. The Administrator shall be an officer of Sergeant ranking or higher for the Patrol Division of the Milwaukee County Sheriff's Office. The Administrator shall supervise the daily execution, use, and conduct of the FST. Additional functions of the Administrator are documented in the sections below.

**Project Manager** - Refers to the officially designated representative of the Wisconsin Department of Transportation. The Project Manager shall be the State Traffic Incident Management Engineer or their designated representative.

**Operator** - Means an officially designated employee of the COUNTY who operates/drives the FST vehicle.

**Statewide Traffic Operations Center (STOC)** - Refers to the WisDOT STOC located in downtown Milwaukee.

### **3.0 SCHEDULE**

Under the terms of this agreement, the COUNTY shall operate and maintain the FST on the Milwaukee County Freeway System between January 28, 2013 and December 31, 2014. The patrol shall be operated between the hours of 6:00 AM and 10:00 PM. Extended shift hours, if requested by the DEPARTMENT, shall be in addition to the regularly scheduled hours.

The Project Manager, in coordination with the Administrator, reserves the right to modify or adjust hours of operation to accommodate special events, construction, major incidents, weather conditions, holidays, or other events. The Project Manager also reserves the right to add, subtract, or eliminate entirely, the hours of operation due to program needs.

If the FST Operator is on a call at the end of a shift, that Operator shall complete the stop and charge necessary time to the FST contract. This additional time charge is subject to verification by the DEPARTMENT using the submitted FST daily log record.

### **4.0 SERVICE AREA**

The FST service area shall consist of interstates I-94 and I-894/USH-45 from Lincoln Avenue on the south, west of Underwood Parkway on the west, Burleigh Road on the north and 70<sup>th</sup> Street on the east. The Project Manager, in coordination with the Administrator, reserves the right to modify or adjust the service area of the FST service to accommodate special events, construction, major incidents, weather conditions, holidays or other events.

### **5.0 SERVICES to be Provided**

The FST Operator shall continuously drive the service area locating, responding, and clearing minor traffic incidents. The FST shall assist motorists whose vehicles have suffered mechanical failure or have been involved in minor traffic crashes. The FST shall be responsible for clearing the traffic lanes of the highway of automobiles, motorcycles, small trucks (vehicles with a gross vehicle weight of 8,000 pounds or less) and small non-hazardous debris material. Vehicles shall be removed from the traveled way by pushing. The "traveled way" is the portion of the roadway intended for the movement of vehicles, exclusive of shoulders. A shoulder is the portion of the roadway contiguous to the traveled way. Vehicles shall be removed from the left shoulder by pushing as in accordance with Wis. Stats. 346.55. Abandoned or unattended vehicles shall be removed in accordance with Section 5.7 of this agreement and Wis. Stats. 342.40. The FST shall

not provide towing or wrecker services. Furthermore, the DEPARTMENT will not be responsible for or reimburse any costs associated with tow services.

This service shall be provided by the COUNTY who shall be reimbursed for this service by the DEPARTMENT. Services rendered under this program shall be free of charge to the motorists receiving services.

When and where conditions permit, simple repairs may be performed on a motorist's vehicle while on the highway shoulder. Where conditions do not allow such repairs, the FST shall assist the motorist in obtaining tow services to remove the vehicle from the highway.

If a vehicle is carrying hazardous materials, the Administrator shall be notified immediately and before any services are rendered.

Detailed descriptions of services to be provided are described below.

### **5.1 Interaction with motorists:**

The FST shall initially inform the driver of any assisted vehicle that:

- FST services are being provided free of charge as a courtesy by the Wisconsin Department of Transportation through a contract with Milwaukee County. (FST Operator shall provide service literature, traffic safety literature and comment card to motorist. These materials will be provided to the Administrator by the Project Manager.)
- The FST may attempt minor emergency repairs if time permits once the vehicle is cleared to the shoulder of the highway or freeway.
- Should minor emergency repairs not prove feasible or effective, the FST shall assist the motorist in making arrangements for further service, towing or transportation.

The FST shall maintain and make available to assisted motorists a cellular telephone to enable them to make at most two local telephone calls. The FST shall also maintain and make available to assisted motorists a complete and current copy of the local telephone company "Yellow Pages," which contains phone numbers of local tow operators and motor clubs.

### **5.2 Mechanically disabled vehicles - problem apparent:**

If the problem with a disabled vehicle is readily apparent and can be remedied quickly, the FST Operator should perform the needed service while on the highway shoulder. For example, the FST may change flat tires, provide battery "jump" starts, provide up to 2 gallons fuel, or provide a maximum of ten (10) minutes of service attempting to repair a disabled vehicle.

**5.3 Mechanically disabled vehicles - problem not readily apparent or repair time exceeds 10 minutes:**

If a vehicle cannot be repaired within the 10 minute time limit or the FST Operator cannot immediately ascertain the source of the problem, the Operator shall assist the motorist in obtaining tow service to remove the vehicle from the highway shoulder.

**5.4 Vehicles involved in traffic crashes:**

Under no circumstances should the FST Operator attempt to repair a crashed vehicle in order to make it mobile. All crashed vehicles shall be removed as promptly as possible to the highway shoulder. Vehicles unable to move under their own power shall be pushed to the shoulder. Relocation of vehicles involved in crashes shall occur only after consideration of personal injuries and assessment of the situation by the Operator.

**5.5 Debris removal:**

The FST shall also be responsible for removing non-hazardous debris material from the highway. Small debris may be removed by hand while large debris may be removed by utilizing the FST vehicle.

**5.6 Refusal of motorist to allow a disabled vehicle to be cleared from traffic lanes:**

Should a motorist refuse to allow a disabled vehicle to be pushed from a highway or freeway, the FST Operator shall follow Milwaukee County Sheriff's Office operational procedures. The Operator shall inform the driver that:

- While emergency stopping is allowed, it is a violation of Wisconsin statutes to allow the vehicle to obstruct the regular flow of traffic, which includes vehicles occupying the shoulder of a highway.

**5.7 Unattended and abandoned vehicles:**

When an unattended vehicle is observed outside the traveled way and left shoulder, the FST Operator shall courtesy tag the vehicle. For the purpose of this agreement an unattended vehicle is defined as a vehicle on the traveled way or shoulder with no one occupying the vehicle or attending to the vehicle. The FST Operator shall identify the last known registrant of the vehicle and make telephone contact with the last known registrant. The FST Operator shall request the last known registrant remove their vehicle from the location as soon as possible. As per Wis. Stats 342.40, the FST Operator shall obtain a towing service to remove any vehicle that has been left unattended for more than 2 hours or the period set by the local governing body thereof, or if the FST Operator deems the vehicle a hazard.

When an unattended vehicle is observed on the traveled way or on the left shoulder, the FST Operator shall use his/her discretion to determine if the unattended vehicle is a traffic hazard and the need to remove the vehicle immediately by tow or by pushing.

### **5.8 Transportation of people:**

The FST Operator shall be authorized to transport up to as many people per incident as there are available seat belts in the FST vehicle to the nearest safe location within 0.5 miles of the Freeway. If more people require transportation, the FST Operator shall contact the Administrator for assistance.

### **5.9 Animals:**

The Milwaukee County Public Safety Communications Center or other designated authority shall be notified as to the location, type and condition of injured or dead animals.

### **5.10 Enforcement duties and assistance to other law enforcement officers:**

During instances where a FST may be required to take enforcement actions or be requested to lend assistance to other law enforcement officers, the FST Operator shall follow the Milwaukee County Sheriff's Office operational procedures. During the specified hours of operation, the FST vehicles shall be exclusively dedicated to FST duties with the exception of special circumstances relating to public safety and/or security.

### **5.11 FST vehicle to be exclusively dedicated to patrol during specified hours of service:**

During its specified hours of operation, the FST vehicle shall be exclusively dedicated to the highway service patrol and may not be removed from the patrol beat for any reason other than the following:

- to discontinue patrol at end of a shift;
- for mechanical failure of the vehicle or equipment contained therein;
- to replenish supplies that have been expended during the patrol beat such as fuel or fire extinguisher;
- to circumvent a queue to reach an incident or lane blockage;
- in response to a request for law enforcement assistance, fire department official, or at the direction of the Administrator;
- to change Operators; or
- to provide a FST Operator a rest period of no longer than 15 minutes. Such rest periods shall be outside the periods of 7:00 a.m. to 9:00 a.m. and 3:00 p.m. to 6:00 p.m., Monday through Friday, and shall be no more frequent than one such period per four-hour portion of a given shift. A 30 minute lunch period is allowed for shifts of 8 hours or greater, subject to the excluded time periods listed above. The FST Operator is subject to call back during any break period.

Temporary removal of the FST vehicle from the beat for any of these reasons shall not exceed 30 minutes.

**5.12 Reporting traffic conditions:**

The FST Operator shall report traffic conditions, specifically crashes or any other incident that involves a lane blockage that cannot be immediately cleared, to the STOC. The FST shall also promptly respond to contacts and requests from the Administrator, Project Manager and/or STOC.

**5.13 Prohibited activities:**

FST Operators shall not be allowed to accept gratuities, perform towing service from the highway shoulder with the FST vehicle, recommend tow providers, or recommend repair shops or body shops.

The motorist is responsible for arranging any required tow of their vehicle from the highway shoulder. The FST shall not solicit or provide this tow, or recommend any contractor to the assisted motorist. As per Section 5.1, the FST shall maintain at a minimum a current copy of the local telephone company "Yellow Pages" which contains phone numbers of tow operators and motor clubs, and will provide the motorist with a cellular phone to make local phone calls.

In addition the FST shall not be allowed to perform routine traffic enforcement activities such as speed enforcement unless actions of the violator are creating hazardous conditions for other motorist. At no time should the FST Operator be running radar or Laser speed enforcement.

**5.14 Operation of Changeable Message Sign:**

FST Operators shall display messages on the vehicle-mounted Changeable Message Sign (CMS) when providing services. The DEPARTMENT will assist the COUNTY in developing appropriate and pre-programmed messages, in accordance with the TGM, for various incident situations. The use of the vehicle-mounted CMS shall provide additional warning and traveler information to drivers passing the incident scene.

**5.15 DEPARTMENT and Project Manager Input:**

During major incidents, special circumstances, or other situations that otherwise require the DEPARTMENT to request services from the COUNTY consistent to those services specified herein, the Project Manager will contact the Administrator to provide direction. The Statewide Traffic Operations Center may dispatch the FST to respond to incidents or disabled/abandoned vehicles that are determined to impede travel or are a hazard to motorists. These requests may be for incidents that are outside the designated service area, but within Milwaukee County.

**5.16 Private Sponsorships**

The Department may seek private sponsorships to wholly or partially fund FST operations in any or all of the segments specified in section 5.3.1. If private sponsorships are identified during this contract, the DEPARTMENT reserves the right to execute a new contract with the COUNTY that defines and/or clarifies the responsibility of each party.

## **6.0 Equipment to be Provided**

The DEPARTMENT will reimburse the COUNTY for the procurement of one FST vehicle that adheres to the vehicle and equipment requirements described in the following sections. The DEPARTMENT will provide the COUNTY with the specifications for the vehicles and necessary equipment.

### **6.1 Required FST vehicle:**

The patrol shall utilize diesel-powered, four-wheel-drive with auto locking hubs, extended cab (i.e., two full-size doors and two half-size doors) pick-up trucks with a minimum 8800 pound Gross Vehicle Weight Rating (GVWR) rating. The vehicles shall be equipped with the following features: air conditioning; power locks, windows, and mirrors (heated); dual battery system; and cruise control if available. In lieu of the standard pick-up rear box, the patrol vehicles shall be equipped with a 6-foot 6-inch service/utility box configured to adequately accommodate the equipment and accessories specified in this proposal. The vehicles shall be able to safely and legally transport five people, (the Operator and up to four passengers), in the cab.

### **6.2 Vehicle accessories/equipment:**

Each FST vehicle should be equipped, at a minimum, with the following vehicle-mounted accessories:

- Power Inverter, minimum 1000 watt
- Tow chains - 5/16 inch alloy or OEM specs., J.T. hook assembly
- Rubber face push bumper
- Light bar
- Interior utility compartment lighting
- Trailer hitch capable of handling a 1-7/8 inch, 2-inch and 2-5/16 inch balls
- Spot light capable of directing a beam centered in any direction of a 360 degree horizontal arc around the truck
- Rear work lights
- Rear-mounted arrow stick and red/blue LED emergency lights
- Enlarged turn signals attached to the rear truck bed
- Warning lights attached to the side of the truck, near the rear of the truck
- Safety chain D-ring or eyelet mounted on rear of truck body
- Vehicle-mounted changeable message sign assembly, full matrix LED, approximately 6' wide X 3' high, folded during transport, environmentally sealed case, character height of 11" high, capable of displaying 3 lines of 8 characters, powered by vehicle's alternator and battery system, and controlled by handheld controller provided with sign assembly

All existing equipment should be utilized prior to the procurement of new equipment. New equipment purchases must be approved by the Project Manager.

### **6.3 Communication equipment:**

Two-way Radios - The COUNTY is responsible for the cost of procuring and installing all two-way radio communication equipment they deem necessary for the vehicles.

Scanners - programmable scanners capable of scanning police agency frequencies shall also be installed in the service vehicles.

Public address system - the FST vehicles shall be equipped with an external speaker and public address system to enable the driver of a disabled vehicle to hear instructions transmitted from the cab of the FST vehicle when it is adjacent to the rear of the disabled vehicle.

#### **6.3.1 Mobile Telephones and Global Position System (GPS)/Automated Vehicle Location (AVL) Capabilities**

Each FST vehicle shall be equipped with a State-furnished GPS device and/or phone, including all related charging equipment, which will provide cellular telephone, two-way radio communication, and Global Positioning System (GPS) with Automated Vehicle Location (AVL) capabilities. The Project Manager shall be responsible for the procurement and set up costs associated with State-furnished phones as well as costs associated with monthly service charges for cellular and GPS/AVL services. The DEPARTMENT is not responsible for any damage or other acts by the COUNTY that may render the GPS device and/or phone inoperable. The COUNTY will be required to return the State-furnished GPS device and/or phone at the end of the contract.

The FST Operator shall turn the GPS device and/or phone on five (5) minutes prior to the start of each patrol. It is the responsibility of the FST Operator to ensure that the phone and GPS/AVL capabilities are operational during the entire shift. The phone shall be turned off five (5) minutes after the end of each shift. The 5 minutes prior to and after the shift is not billable, but is incidental to the normal shift hours. If the GPS device and/or phone are damaged or inoperable, the COUNTY is responsible for replacing them with the identical model within 24 hours. A spare charging cord is required in the FST vehicle at all times. The COUNTY is responsible for any additional charging cords. The phone shall NOT be used by the COUNTY for personal use.

The cellular telephone/two-way radio is used by the STOC, Project Manager, and other Law Enforcement agencies for communicating with the FST Operator. In the event that motorists assisted by the FST require a telephone to arrange for towing, the COUNTY allows limited use of the cellular phone by the motorist.

### **6.4 Toolbox:**

Each FST vehicle shall be required to have a toolbox with the following minimum number of tools/supplies. This list may be supplemented at the COUNTY'S option and expense.

- Screwdrivers: Standard 1/8", 3/16", 1/4", 5/16" (1 each minimum) Phillips head #1 and #2 (1 each minimum)
- Needle nose pliers (1)
- Adjustable rib joint pliers, 2" minimum capacity (1)
- Crescent wrench 8" and 12" (1 each)
- Hammer, 5 pound (1)
- Mallet, rubber (1)
- Tape, electrical (1 roll)
- Tape, duct, 5 inch x 20 yd roll (1)
- Tire pressure gauge (1)
- Mechanic's wire (1 roll)
- Bolt cutters (1)
- Hacksaws (2 blades)

All existing equipment should be utilized prior to the procurement of new equipment. New equipment purchases must be approved by the Project Manager.

#### **6.5 Service accessories and parts:**

In addition to the above, each FST vehicle shall be required to carry the following parts and supplies to perform the repairs and services required:

- Mobile Data Computer
- EMS Kit
- Switch Box
- Radio Console
- Mag Light
- CB Radio
- AED External Defibrillator
- Diesel fuel (5 gallons)
- Gasoline, unleaded (5 gallons)
- Water (5 gallons)
- Vehicle fuses blade type and glass tube type 2 each 5,10,15,20,30 amp
- Safety chains (minimum 5 feet) (4)
- Fire extinguisher (10 lb. Chemical ABC)
- Fire extinguisher (10 lb. Chemical BC)
- Pry bar, 36" or longer (1)
- Wood chalks/blocks, 4" x 6" x 12" (3)
- Broom, street, 24" wide (1)
- Shovel, square point (1)
- Fuses (highway flares), 15 minute (12)
- Cones 28" (16)
- Advanced Warning roll up or collapsible type sign that is 48" wide with MUTCD compliant fluorescent pink background and black lettering and/or image (4)

- i. Be Prepared to Stop
  - ii. Emergency Scene Ahead
  - iii. Merge Left
  - iv. Merge Right
- Lock out set
  - Jack, hydraulic 2-ton, floor (1)
  - Four-way lug wrench (1 std., 1 metric)
  - Rechargeable air bottle, hoses and fittings to fit tire valve stems, 100 psi capacity
  - Heavy-duty battery booster pack
  - Funnel, multi-purpose, flexible spout (1)
  - 5-gallon can filled with sand (1)
  - Trash can, 5 gallon (1)
  - Rope, nylon or poly, 100 feet
  - Dog snare

All existing equipment should be utilized prior to the procurement of new equipment. New equipment purchases must be approved by the Project Manager.

Storage of diesel fuel and gasoline shall be outside the pick-up truck's passenger cab. All accessories, parts, and service equipment shall be securely fastened to the FST vehicle to prevent displacement during sudden stops. Watertight containers shall be used to store liquids.

#### **6.6 Pre-operation inventory:**

The DEPARTMENT will inventory each FST vehicle at least 5 days prior to the service start date. Documentation of the vehicle identification number and successful completion of the inventory shall be kept on file at the Project Manager's office. The Project Manager may conduct subsequent inventorying of either vehicle upon 24-hour notification to the Administrator for the duration of the contract.

The FST Operator shall be required to complete a pre-operation inspection of the vehicle as well as inventory the toolbox and other required supplies prior to the start of each shift. An inspection/inventory sheet shall need to be completed prior to the start of each shift. Any item missing must be replaced or replenished before the start of the shift. Vehicle maintenance shall be performed during non-service hours.

#### **6.7 Vehicle identification:**

Each FST vehicle shall be identified with both official FST logos and markings and with the Milwaukee County Sheriff's Office emblem. The Milwaukee County Sheriff's Office emblem shall be no more than 20 x 20 inches.

All vehicles utilized for the WisDOT FST Program shall be painted as specified by the Project Manager. In the event the DEPARTMENT obtains outside sponsorship for the FST program as described in section 5.16, the vehicle identification specifications may require modification including re-painting, and re-decating. The COUNTY will not be

responsible for costs associated with modifying vehicle identification. WisDOT FST emblems/markings as well as vehicle identification numbers will be required on both sides of all FST vehicles per details furnished by the DEPARTMENT. Each FST vehicle shall also display an identification number on both the left and right front fenders, and on the left and right side of the truck body. All FST vehicle markings are maintained in a clean and readable condition throughout the FST operation.

Additional vehicle identification shall be mirror imaged in letters not less than 4" high, centered above the grill. The placement of this identification shall be on the curved surface of the hood or can be placed on a flat plastic type bug screen.

**6.8 Vehicle Title:**

The title of the FST vehicle shall be in the COUNTY's name. If requested by the Project Manager, the COUNTY will transfer the title to the DEPARTMENT.

**6.9 Vehicle Out of Service:**

Should one of the FST vehicles be out of service or unavailable, the other FST vehicle should be used for both FST shifts. The Administrator shall notify the Project Manager any time one of the FST vehicles is not available for normal service hours. If the COUNTY's preferred vendor is not able to perform the needed service, or if requested by the DEPARTMENT, the COUNTY must obtain a minimum of two bids and obtain approval from the Project Manager prior to authorizing services.

**6.10 Other FST Vehicle Uses:**

The FST vehicles can be used for other activities upon approval of the Project Manager. The Project Manager may request the vehicle and Operator to be available for demonstrations, traffic safety trainings, or other promotional activities. Costs for these activities shall be fully reimbursed by the DEPARTMENT.

The COUNTY may have instances when the FST vehicle would be requested for activities outside of its normal hours of operation as described in Section 3.0. For these instances the Administrator must request approval from the Project Manager 72 hours prior to the event. If approved, the COUNTY agrees to pay for Operator time and to replenish any equipment used at the COUNTY'S expense and prep it for primary use for the next shift.

**7.0 EMPLOYEE/OPERATOR REQUIREMENTS**

FST OPERATORS SHALL MEET THE FOLLOWING MINIMUM REQUIREMENTS.

**7.1 Operator Qualification - General:**

Potential Operators shall be sufficiently experienced in the tasks of roadside service operations to provide safe and proper service and must be capable of demonstrating their abilities prior to formal training. Additionally, the Operators shall be expected to exercise reasonable judgment in carrying out their duties.

## **7.2 Training:**

All FST Operators, including back-up Operators shall be required to attend and complete a COUNTY departmental FST training session prior to operation of the FST vehicle. All training shall be conducted by the current FST staff and shall include program details, customer service and roadside service safety as well as geographical areas of responsibilities. All FST Operators shall also be required to successfully complete a standard first aid training course, including use of AED equipment.

Additionally, all FST Operators are required to attend up to eight (8) hours of additional training as deemed necessary by the DEPARTMENT. Said training will be provided by the Project Manager free of charge and FST Operator travel expenses to attend the training will be reimbursed by the DEPARTMENT. The training session(s) will be conducted throughout the state and coordinated by the Project Manager.

The following elements are to be included in the training program:

- a. Patrol Procedures
- b. Patrol Driver Courtesy
- c. Emergency Response/Incident Management/Traffic Control
- d. Hazmat Response
- e. Field Service Reports
- f. Traffic Reporting
- g. Towing/Pushing Procedures
- h. Inter-Agency Communications
- i. Safety
- j. National Incident Management System (NIMS)/Incident Command System (ICS)

## **7.3 Uniforms:**

The COUNTY shall provide all FST Operators with appropriate uniforms, shoes, and other safety equipment per Milwaukee County Sheriff's Office standards. Mandatory uniform items include a standard uniform for each driver consisting of ANSI Class II or III (as appropriate) safety vests, protective shoes or boots, jackets and reflectorized rain gear.

## **8.0 Record Keeping and Reporting**

The COUNTY shall obtain and maintain records sufficient to document the costs incurred in procuring and equipping the FST vehicle and providing the specified services over the life of the contract.

## **8.1 Daily Logs:**

The FST Operator shall complete a daily log, which will be provided by the Project Manager. These records shall be submitted to the Project Manager monthly. The COUNTY shall permit the Project Manager to inspect all records of the COUNTY relating to its performance as the FST provider for the duration of this contract and for three years after the contract has expired.

## **8.2 Review Meetings:**

The COUNTY shall meet with the Project Manager up to 4 times per year to review the effectiveness of the FST. These meetings are intended to debrief both parties regarding the operation of the FST, its intended purpose, and its effectiveness in delivering the Scope of Services.

## **8.3 Wisconsin Department of Transportation Questionnaire/Response Form:**

The COUNTY shall distribute a pre-addressed, postage-paid FST Questionnaire/Response Form, provided by the Project Manager, to every individual receiving assistance from the FST Operator.

The DEPARTMENT will design the form for the COUNTY and provide an initial supply. The COUNTY shall be responsible for keeping records of all costs associated with reproduction of additional survey forms, distribution, and postage for reimbursement. The DEPARTMENT shall create a monthly summary of motorist responses and provide this information to the COUNTY. The COUNTY shall also be responsible for ensuring an adequate supply of forms is present at all times in the FST vehicle.

## **9.0 Basis of Payment**

The DEPARTMENT shall reimburse the COUNTY for the reasonable expenses, up to \$70,000, involved in procuring one suitable truck and customizing and equipping it to meet the requirements specified in Section 6.0. The DEPARTMENT shall coordinate with the COUNTY to determine which vehicle bid shall be procured. Vehicle accessories (e.g., lights, signs, emergency equipment, etc.), consumable items used to aid motorists, cellular phone airtime, and other incidental expenses (as approved by the DEPARTMENT) excluding labor expenses will be reimbursed at their actual cost. The COUNTY shall include proper documentation (e.g., receipts, copies of official logs, etc.) of all charges to be reimbursed. Total reimbursements, not including the vehicle procurement, will not exceed \$70,000 without written authorization from the DEPARTMENT.

Equipment charged as a direct cost to this contract shall be subject to the rules for equipment purchased under grants to local subrecipients as outlined in 49 CFR 18.32.

The DEPARTMENT shall reimburse the COUNTY for labor on an hourly basis for service rendered by the FST during the normal hour increments. Overtime, when requested by the DEPARTMENT, shall be paid in accordance with the collective bargaining agreement in effect between the Operator and the COUNTY.

The COUNTY reserves the right to increase its monthly charges to the DEPARTMENT, to reflect labor agreement settlements affecting the assigned deputy's salary, fringe benefits, and any other increased costs, which occur within the term of this Agreement. In addition, the COUNTY shall bill the DEPARTMENT retroactively for any increased costs attributable to such labor agreement settlements when the COUNTY'S costs of providing services under this Agreement are affected thereby.

The COUNTY and the DEPARTMENT shall retain title to the property each may acquire to fulfill its obligations under this agreement.

The COUNTY shall, within 10 business days after the end of the month and after submitting all daily logs for the month, submit an invoice for work performed in the period. Billings shall be directed to the attention of Chris Hager, Wisconsin Department of Transportation, Southeast Region, 141 NW Barstow Street, P.O. Box 798, Waukesha, WI 53187-0798. The invoice package shall include documentation of labor charges and copies of logs or receipts to substantiate reimbursement for consumable items. Payment of the invoice will be remitted to the COUNTY within 30 days of receipt of the invoice.

## **10.0 Laws, Regulations, Permits, Indemnification and Insurance**

The COUNTY shall observe and comply with any and all requirements of the constituted public authorities and with all applicable Federal, State, or local statutes, ordinances, regulations, and standards including, but not limited to, rules and regulations promulgated

from time to time by governmental agencies having jurisdiction over any phase of operation unless modified by these specifications.

The COUNTY shall furnish all licenses, permits, and authorizations required for the performance of this contract. The COUNTY shall have insurance that covers the full replacement cost of each FST vehicle, equipment and supplies contained within the vehicle. The COUNTY shall obtain a replacement cost estimate on an annual basis to ensure adequate insurance levels. If the vehicle sustains damage or is declared a total loss the COUNTY is responsible for repairing or replacing the vehicle and all equipment to return the vehicle to compliance with the requirements outlined in Section 6.0.

## **11.0 TERMINATION OF CONTRACT**

The DEPARTMENT may terminate the Contract at any time at its sole discretion by delivering 30 days written notice to the COUNTY. In the event that the DEPARTMENT elects to terminate this contract because the COUNTY is in default here under, the COUNTY shall not be so terminated if it cures the breach within thirty (30) days, or commences and diligently pursues a cure to the satisfaction of the DEPARTMENT for those breaches not curable within thirty (30) calendar days. Upon termination the DEPARTMENT's sole liability will be to the pro-rata cost of the services performed as to the date of termination plus expenses incurred with the prior written approval of the DEPARTMENT. In the event that the COUNTY terminates the contract, for any reason whatsoever, it will refund the DEPARTMENT within 30 days of said termination, all payments made hereunder by the DEPARTMENT to the COUNTY for work not completed or not accepted by the DEPARTMENT. Such termination will require written notice to that effect to be delivered by the COUNTY to the DEPARTMENT not less than 60 days prior to said termination.



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

---

David A. Clarke, Jr.  
*Sheriff*

**DATE:** January 10, 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 Multi-Jurisdictional OWI Task Force.

BACKGROUND

The Wisconsin Department of Transportation has requested that the Milwaukee County Sheriff's Office partner with them for the Multi-Jurisdictional OWI Task Force. The Multi-Jurisdictional OWI Task Force was created to facilitate a coordinated OWI enforcement effort statewide with numerous deployments being coordinated with all participating agencies. The grant also provides funding for smaller coordinated enforcement efforts at the local level.

**Multi-Jurisdictional OWI Task Force**

- The Department of Transportation will award the Milwaukee County Sheriff's Office \$10,000 in grant funds. These funds will provide approximately 180 deployment hours for OWI enforcement patrols.
- Mandatory deployment dates include March 4-20; May 20-June 2; July 1-17; and August 16-September 2.
- Additional optional deployment dates are allowable.
- There is a 50% local soft match, which requires NO additional budget funds.

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

*Service to the Community Since 1835*

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

Cc: Chris Abele, County Executive  
Supervisor Mark Borkowski, Chair, Judiciary, Safety & General Services Committee  
Kelly Bablitch, Chief of Staff  
Janelle Jensen, Committee Clerk  
Jennifer Collins, Research Analyst

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(ITEM ) From the Sheriff requesting to apply for and accept a State of Wisconsin Department of Transportation grant for a Multi-jurisdictional Alcohol Enforcement 2013 program in the amount of \$10,100:

A RESOLUTION

WHEREAS, the State of Wisconsin Department of Transportation has identified roadway segments patrolled by Milwaukee County as at risk of alcohol related crashes; and

WHEREAS, based upon this analysis, the State of Wisconsin Department of Transportation has awarded the Milwaukee County Sheriff an Alcohol Enforcement 2013 grant program which is a multi-jurisdiction grant with Milwaukee County's Sheriff Office; and

WHEREAS, Milwaukee County's Sheriff Office received a separate grant for its patrol functions; and

WHEREAS, the grant period is from October 1, 2012 until September 30, 2013 and it is anticipated that there will be 23 deployments for a total of 184 enforcement hours; and

WHEREAS, payment is based on an average overtime/fringe hourly rate of \$54.48 per hour and the grant requires a local match on salary expenses of 25% or \$10,100 bringing the total project funding to \$12,625; now, therefore,

BE IT RESOLVED, the Office of the Sheriff is hereby authorized to apply for and accept State of Wisconsin Department of Transportation grant for a Multi-jurisdictional Alcohol Enforcement 2013 program in the amount of \$10,100.

FISCAL NOTE

Grant funds total \$10,100 with a 25% local match required which is \$2,525 bringing the total project funding to \$12,625.

**MILWAUKEE COUNTY FISCAL NOTE FORM**

**DATE:** 1/8/13

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** Request to apply for and accept, if awarded, DOT Multi-Jurisdictional Task Force Grant in the amount of \$10,100.

**FISCAL EFFECT:**

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

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

	<b>Expenditure or Revenue Category</b>	<b>Current Year</b>	<b>Subsequent Year</b>
<b>Operating Budget</b>	Expenditure	10,100	
	Revenue	10,100	
	Net Cost		
<b>Capital Improvement Budget</b>	Expenditure		
	Revenue		
	Net Cost		

**DESCRIPTION OF FISCAL EFFECT**

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

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

From the Sheriff, a request to apply for and accept, if awarded, a State of Wisconsin Department of Transportation grant for a Multi-jurisdictional Alcohol Enforcement 2013 program in the amount of \$10,100. Grant funds total \$10,100 with a 25% local match which is \$2,525 bringing the total project funding to \$12,625. The Office of the Sheriff has existing budgeted salary funds to provide for the required match.

Department/Prepared By William R. Lethlean, Accounting Manager

Authorized Signature 

Did DAS-Fiscal Staff Review?  Yes  No

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

Organization: MILWAUKEE CO SO

FG-2013-MILWAUKE-01731  
Version Date: 01/02/2013 14:43:44

**Proposed Project Title:** ALCOHOL ENFORCEMENT 2013  
**Type of Municipality:** County  
**Applicant Agency/County:** Milwaukee County

**Enforcement Area:** Milwaukee County  
**Agency Federal Employer ID (FEIN):** 39-600572  
**DUNS Number**

**Agency Head or Authorizing Official**

**First Name:** David  
**Last Name:** Clarke Jr.  
**Title:** Sheriff  
**Address:** 821 W. State Street  
**City:** Milwaukee  
**State:** Wisconsin  
**Zip Code:** 53233

**Project Coordinator**

**First Name:** Charles  
**Last Name:** Stowers  
**Title:** Sergeant  
**Address:** 821 W. State Street  
**City:** Milwaukee  
**State:** Wisconsin  
**Zip Code:** 53233  
**Phone:** 414-454-4090  
**Fax:** 414-454-4083  
**E-mail Address:** charles.stowers@milwcnty.com

Alcohol-impaired Driving: In Wisconsin during 2011 alcohol was listed as a contributing factor in 4.7% of all crashes. 32.6% of all vehicle crash fatalities in 2011 were alcohol-related, resulting in 183 deaths. Alcohol-impaired driving is associated with other high-risk behaviors that increase the likelihood of a crash and of significant injury or death occurring; these include speeding, and failure to wear safety belts.

Enforcement Area (Targeting): WisDOT analysis has identified roadway segments patrolled by this agency as 'at-risk'. All alcohol and speed-related crash data from the three previous years for every jurisdiction in Wisconsin were analyzed, including those involving property damage through all ranges of injuries to those that resulted in death. These data were scientifically weighted, following established statistical protocol. Using the weighted data, the Bureau identified those places in Wisconsin with the largest crash frequency due to excess alcohol use or speed. After factoring in each identified, at-risk location's population density, a snapshot of the state's most likely places for similar crashes per capita was established. *Source: BOTS Analysis*

For Alcohol Enforcement Grantees, OT Enforcement reimbursed with NHTSA Grant Funds must take place between the hours of 6:00P and 4:30A (2011 data is preliminary).

#### Additional Justification

I agree to the terms and conditions above.

1. To adopt a zero tolerance policy for impaired driving during all motor vehicle stops.

Evaluation: Activity Report - Citations

2. To adopt a zero tolerance policy for unrestrained occupants during all motor vehicle stops.

Evaluation: Activity Report - Citations

3. During past deployments, Grantees have typically initiated a recorded traffic stop about every 45 minutes. To maintain or exceed historical activity levels during grant-funded activity Grantee will, on average, initiate a recorded traffic stop every 45 minutes.

Evaluation: Activity Report - Contacts

4. During past grant-funded deployments, Grantees typically maintain an agency ratio of three citations to one written warning.

Evaluation: Activity Report - Citations/Warnings

5. To make contacts with local media, community groups or other groups to increase public awareness of information related to seatbelt related crashes, and subsequent enforcement efforts a minimum of once during every quarter of grant approval. Creating partnerships with community groups, public and private, to enforce public awareness of this campaign is strongly encouraged.

An Agency's failure to meet project Objectives may affect their consideration for future grant awards.

Objectives/Evaluation

I agree to the terms and conditions above.

All policies listed below should be made available to the Bureau of Transportation Safety upon request.

**1. Biased-Based Policing Policy:**

Grantee agency certifies that it has a written departmental policy on biased based policing or that it will initiate development of one during the grant period.

**2. IACP Pursuit Policy:**

Grantee agency certifies that it has a written departmental policy on pursuits that is in compliance with the IACP's policy, or that it will initiate development of one during the grant period.

**3. Fatal Crash Driver BAC Testing Policy:**

Grantee agency certifies that it has a written departmental policy on the BAC testing of all drivers involved in alcohol-related, fatal vehicle crashes, or that it will initiate one during the grant period. Currently all killed drivers in fatal crashes are required to be tested under s.346.71 (2). Surviving drivers involved in fatal crashes can be tested if there exists probable cause to suspect drug / alcohol impairment [s.343.305 (3) (a) and (am)], the driver is operating a CMV (FMCSR 382.303), or if conditions exist that are pursuant to Act 413 [343.305 (3) (ar)]. Agencies will encourage all surviving drivers to willingly submit to a BAC test regardless of circumstance.

**4. Fleet Safety Belt Use Policy:**

Grantee agency certifies that it has a written departmental policy on the use of safety belts by employees, or that it will initiate development of one during the grant period.

**5. Title VI Compliance:**

Grantee must comply with Title VI of the Civil Rights Act of 1964 and Presidential Executive Order 13166 regarding language access and "Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons".

**6. Additional Requirements**

✓ I agree to the terms and conditions above.

**2013 Federal Grant Period:**

Grant activities are funded for one federal fiscal year. Funded fiscal year 2013 activities may begin no earlier than **October 1, 2012** and end no later than **September 30, 2013**. Activity for this project can begin no earlier than the date the contract is signed by the BOTS Director, or his/her designee.

**1. Work Plan /Calendar:**

The Work Plan/Calendar contained within this contract is a term of the contract. It describes timing and level of enforcement activity. At a minimum, during the term of this contract:

**A. Grantee will implement at least one deployment per month as planned in the Work Plan/Calendar.**

**The Agencies must participate in Highly Visible Enforcement (HVE) saturation patrols during the timeframes listed below, at high-risk locations, supported by publicity.**

- December 7th – 16th, 2012 (Booze and Belts)
- March 4th – 20th, 2013 (St Patrick's Day)
- May 20th – June 2nd, 2013 (CIOT National Mobilization – minimum of 4 deployments)
- July 1st – 17th, 2013 (Summer Heat)
- Aug 16th – Sept 2nd, 2013 (Alcohol Crackdown – minimum of 4 deployments)

(HVE is defined as 3 or more squads deployed simultaneously in targeted area, supported by media)

This can be a collaborative effort in combination with another LEA.

**NOTE:**

**During CIOT, Grantees will schedule a minimum of 50% of the hours of enforcement at night during each of the four (4) mandatory deployments, with a minimum of 4-hour shifts.**

**NHTSA Grant Funds dictate that during overtime Alcohol Enforcement, Grantees must perform enforcement during the hours of 6:00pm and 4:30am.**

If grantee cannot perform the planned patrols, BOTS must be notified. Failure to perform planned activity may be considered grounds for terminating the grant.

**2. Work Plan Amendments:**

If Work Plan must be changed after the contract is signed, Grantee must submit an Amendment request via the WISE-Grants System, and receive approval before the changed activity occurs. Failure to perform planned activity can be considered grounds for terminating the grant. **Work Plan Amendments will not be considered after July 1, 2013.**

**WORK PLAN/CALENDAR**

Please enter data for all the required HVE saturation patrols listed under table A.  
You should not enter 0 in any required field within the Work Plan/Calendar.  
If you enter a value for any non required box, the remainder of the row should be completed.  
If you enter a zero for any column the calculation in column D will produce a 0 for that row.

Month	Enforcement Type	(A) Deployments	(B) Hours per Deployment	(C) Officers per Deployment	(D) Total Officer Hours (AxB)xC = D
-------	------------------	--------------------	-----------------------------	--------------------------------	---

October	Saturation/HVE	2	4	2	16
November	Saturation/HVE	2	4	2	16
December	Booze & Belts HVE	1	4	2	8
	OTHER	1	4	2	8
January	Saturation/HVE	2	4	2	16
February	Saturation/HVE	2	4	2	16
March	St. Patrick's HVE	1	4	2	8
	OTHER	1	4	2	8
April	Saturation/HVE	1	4	2	8
May	CIOT HVE	1	4	2	8
	OTHER	1	4	2	8
June	CIOT HVE	1	4	2	8
	OTHER	1	4	2	8
July	Summer Heat HVE	1	4	2	8
	OTHER	1	4	2	8
August	Alcohol Crackdown HVE	1	4	2	8
	OTHER	1	4	2	8
September	Alcohol Crackdown HVE	1	4	2	8
	OTHER	1	4	2	8
<b>TOTAL</b>		<b>23</b>	<b>76</b>	<b>38</b>	<b>184</b>

**WORK PLAN ITEMS – Required:**

**1. Saturation Patrols and Sustained Enforcement Deployments:**

Grantee will assign only sworn, SFST-trained officers in patrols. Part-time officers may be assigned only if the grant funded activity and their resulting weekly total hours do not exceed 39 hours.

**2. Total Hours:** Grantee agrees to implement 23 deployments for a total of 184 enforcement hours.

**3. OT Hours & Rate:** Grantee's estimate of funded overtime hours is based upon an estimated average hourly wage/fringe rate of \$54.48

**4. State / National Mobilization Activity/Crackdown Reports:** Grantee will complete the Mobilization Reports and submit them to the Grantor no later than:

- “Booze & Belts Mobilization Activity Report due by Jan 15, 2013.
- “St Patrick’s Day Mobilization Activity Report due by Mar 15, 2013.
- “Click It or Ticket” Safety Belt Mobilization Activity Report due by June 15, 2013.
- “Summer Heat” Mobilization Activity Report due by July 15, 2013.
- Alcohol Crackdown Activity Report due by Sept 15, 2013.

**5. Additional Items:**

✓ I agree to the terms and conditions above.

**1. Budget Plan:**

The Budget spreadsheet within this contract is a term of the contract. Eligible cost items for this project include: Wage, Fringe, Low-cost Equipment and High-cost Equipment. Grantee must complete the Federal Share AND Estimated Local Match columns.

**2. Equipment Purchase:**

The Equipment Purchase Form within this contract is a term of this contract, if either High-cost or Low-cost Equipment is purchased. "High-cost" Equipment is defined in the General Terms; other equipment is considered 'low-cost'.

**3. Budget/Equipment Amendments:**

If Grantee requests to change the budget or equipment purchased, Grantee must submit an Amendment request via the WISE-Grants System, and receive approval before the changes can occur. **Budget and/or Equipment Purchase Amendments will not be considered after July 1, 2013.**

**Budget**

Item	Federal Grant	Local Match	Totals
Wage/Fringe	\$10,024.32	\$2,525.00	\$12,549.32
Travel/Mileage	Ineligible		\$0
Training	Ineligible		\$0
Contractual Services	Ineligible		\$0
Equipment	\$0	\$0	\$0
Materials & Supplies	Ineligible		\$0
Other	Ineligible		\$0
<b>Total</b>	<b>\$10,024.32</b>	<b>\$2,525.00</b>	<b>\$12,549.32</b>

**1. Relationship to work plan:**

All budget items must relate to activities described in the Work Plan. Reimbursement will be based on actual costs, NOT budgeted rates. Only project activities and expenses described in the approved work plan and budget, incurred during the grant period, are eligible for reimbursement. Expenses incurred that are not specified in the budget or work plan will not be reimbursed.

**2. Document Requirements:**

Grantee will document hours, wage and fringe rate, and all match costs. Fringe benefit shall be actual costs. Payment for salaries and wages shall be supported by a time and attendance report, or equivalent records, which shall be kept on file at the agency for three years from the date the project closes. Grantor reserves the right to perform monitoring activities, to include ongoing review and audit of department records.

**3. Match Requirements:**

**A local match of at least 25% of the grant total is required.** The match budget line may consist of estimates of program match.

**Equipment Purchase**

Item	Federal Grant	Local Match	Totals
			\$0
			\$0
			\$0

				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
<b>Total</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**4. Equipment Requirements:**

Grantee must specify make, model and purchase price of each piece of equipment to be purchased.

No more than one-half (50% Rule) of the grant funds may be allocated to equipment, **not to exceed \$4,999.00**. If equipment costs exceed the cap of \$ 4,999.00, NHTSA approval would need to be obtained prior to purchase, and any amount in excess of \$4,999.00 would be Local Match. Grantor will mark the equipment and maintain a proprietary interest until the total equipment value falls below \$4,999.00.

**Note:** The 50% Rule relates to reimbursed grant funds, not to the initial grant award.

For example: The Grantee receives a grant of \$10,000.00 and budgets \$5,001.00 for Wage and Fringe and \$4,999.00 for Equipment. The Grantee utilizes only \$2,500.00 for Wage and Fringe. Then, the total grant amount is reduced to \$5,000.00, of which no more than 50%, or \$2,500.00 (not \$4,999.00) can be used to purchase said equipment.

**Important!**

**While equipment may be ordered/purchased once the Grant is approved by BOTS, actual reimbursement for said equipment will not occur until grantee has worked the minimum hours needed to insure that the 50% rule is met.**

For example: An Agency budgets \$15,000.00 for enforcement and \$4,500.00 for Equipment, \$4,500.00 in OT Enforcement must take place before the equipment purchase will be reimbursed.

Grantor reserves the right to monitor the use of all equipment purchased using Highway Safety Funds.

Grantee will make the equipment available for viewing by grantor upon notice.

**Approved Equipment:**

Alcohol/drug-testing, and alcohol enforcement devices must comply with standards and specifications established by NHTSA or other nationally recognized standard-setting agencies.

**NOTE: NHTSA Guidelines do not allow the purchase of Speed Enforcement Equipment with Alcohol Grant Funds**

**5. Signatures:**

The original hard copy signature of agency head or authorizing official must be faxed or mailed to the Place of Delivery listed in the DELIVERABLES Section. An electronic grant submission through the WISE-Grants System will initiate the grant approval process, but no reimbursement will be made until the original signature page is received at the Place of Delivery

✓ I agree to the terms and conditions above.

**Forms:** Deliverables will only be accepted through the WISE-Grants System. Questions about grant submissions should be referred to either the State Program Manager, or the area's Regional Program Manager.

**1. Project Match Report:**

Grantee will complete the Project Match Report form provided by Grantor AFTER all project activity is complete, but no later than **November 1, 2013.**

**2. Earned Media Event Documentation:**

Documentation (hard-copy, faxed and/or electronic copies of media materials) of each earned media event must be submitted to BOTS. An electronic link to a print article, news online or other format is acceptable documentation.

**3. Place of Delivery:**

**All Electronic Project Deliverables shall be submitted via the WISE-Grants System**

**Hard copy Signatures and questions about the Traffic Safety Program or this project should be addressed to:**

**Wisconsin State Patrol, BOTS  
P.O. Box 7936  
MADISON, WI 53707-7936  
FAX: (608) 267-0441**

Additional Deliverables:

I agree to the terms and conditions above.

**A-133 Audit:** Grantee government subdivisions are responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996 (31 U.S. C. 7501-8507) and revised OMB Circular A-133. If grantee municipality (government subdivision) is subject to an AB-133 audit, the Grantor must be notified of the audit and subsequent results, may take corrective action within six months and may require independent auditors to have access to grantee's records and financial statements. *(Note: Circular A-133 may be obtained by contacting the Financial Standards and Reporting Branch, Office of the Federal Financial Management, Office of Management and Budget, Washington, DC 20503, telephone, (202) 395-3993.)*

**Amendment:** If Work Plan must be changed after the contract is signed, Grantee must submit an Amendment request via the WISE Grants System, and receive approval before the changed activity occurs. Failure to perform planned activity can be considered grounds for terminating the grant. Work Plan Amendments will not be considered after July 1, 2013.

**Correspondence:** All correspondence to the Grantor regarding this project shall include the Project ID Number. Any change in Project Coordinator, Financial Officer, Authorizing Official, addresses, or telephone numbers requires written notification to Grantor. **To: Director, BOTS, Attention: Program Manager, P.O. Box 7936, Madison WI 53707."**

**Equipment:** High-cost equipment, defined as "tangible, non-expendable personal property having an acquisition cost of \$5,000 or more," with a useful life of greater than 2 years that is purchased in whole or in part by Grantee using Highway Safety Funds, must be justified in the Project Narrative/Work Plan and approved by the NHTSA Regional Office in writing. Each item will be tagged, inventoried, and monitored until the federal interest is released. Low-cost equipment, defined as items of "tangible, non-expendable personal property having an acquisition cost of less than \$5,000" and budgeted as Materials & Supplies, will also be monitored. Grantee must inform BOTS when equipment is no longer used for the purpose for which it was acquired.

**Print and Audio Visual Materials:** Grantee shall submit all materials developed under this contract to the State Highway Safety Office for approval of content and style prior to final production and release. All video materials intended for general public viewing must be close-captioned. Contractor may not copyright any portion of materials produced under this contract. Contractor shall credit the Wisconsin Department of Transportation Bureau of Transportation Safety and the National Highway Traffic Safety Administration on all such materials.

**Program Income:** Program income is gross income derived by Grantee from grant-supported activities. Grantee will report program income on Reimbursement Claims, stating whether the income is retained or credited as a reduction in Federal Share of project expenditures. If retained, such income may be used only for highway safety activities and is subject to audit by Grantor.

**Reimbursement:** All Highway Safety Projects are based on the cost reimbursement basis; i.e., state or local funds shall be expended before federal reimbursement is made.

**Eligible Costs:** Grantor shall reimburse Grantee only for the actual hours worked and for other eligible costs, only if the costs are incurred in performing tasks identified in the Project Narrative/Work Plan. Personnel costs shall be reimbursed on the basis of hourly salary & fringe rate(s) that have been verified and approved by Grantor or on the basis of percentage of annual salary and fringe dedicated to project activity as described in the Project Narrative/Work Plan and documented in Project Activity Reports.

**Documentation:** Documentation of costs shall be maintained for three years following final reimbursement. Reimbursement Claim cost detail shall include a list of all personnel whose time is claimed; current billing period and year-to-date wages and fringe benefits paid to each person listed; all travel listed individually and broken out by transportation/mileage, meals, lodging, and related costs; all materials and supplies and contractual services, itemized, required to complete project activity. Employee time records for actual hours worked or percent of time dedicated to project activity are to be maintained by Grantee and made available to Grantor upon request with reasonable notice. Each budget item identified as "Other" shall be claimed separately.

**Supplanting:** The replacement of routine and/or existing state or local expenditures with the use of federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of a state or local agency is considered to be supplanting and is not allowable. The Grantee shall not use grant funds to supplant state or local funds, or other resources that would otherwise have been made available for this program.

**Termination:** This grant may be terminated upon Grantor's determination that Grantee has materially failed to comply with terms of this Agreement. Termination may be considered among the criteria for subsequent grant awards.

✓ I agree to the terms and conditions above.

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION****INSTRUCTIONS FOR CERTIFICATION:**

1. By signing and submitting this proposal, the prospective low tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which the transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion –Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transaction. (See below)
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this on, in addition to other remedies available to the Federal government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statement in this certification, such prospective participants shall attach an explanation to this proposal.

**SIGNED:**

---

(Agency Head or Authorizing Official), (Date), (Agency Name)

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(Director, Bureau of Transportation Safety), (Date)

Reviewed:  
*Guthrie Parlar* 1/3/13  
Director of Risk Management

## Administrative Information

Federal Identifier	2013-31-05-K8
CFDA Number	20.601
Amount	\$10,100
Funding Year	2013
Project ID Number	0953-31-79
Revenue Project ID Number	000
Appropriation	185
Program	1051
Object Codes	5100
Vendor Number	396005720-CT
County-Muni Code	41-000
Payee	Treasurer Milwaukee County
SPM Assigned	Jill Benkert
Agency Head	Sheriff David Clarke Jr.
Start Date	10/1/2012



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

---

David A. Clarke, Jr.  
*Sheriff*

**DATE:** January 10, 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-43 / I-94 Bridge Rehabilitation Project.

#### BACKGROUND

The Wisconsin Department of Transportation is requesting that the Milwaukee County Sheriff's Office partner with them during the I43/I94 Bridge Rehabilitation Project in order to ensure that emergency response is not affected by roadway construction.

#### I-43 / I-94 Bridge Rehabilitation Project

- DOT will provide \$357,813 in order to provide planning, coordination and staffing services relative to this project. Staffing will include 24 hours per day, 7 days per week from February 15, 2013 – September 3, 2013.
- Included in the grant award are monies allocated for additional staffing that may be requested to assist with nighttime lane closures from September 1, 2013 – December 1, 2013.
- The project area is defined as Interstate I-43/I-94, from I-794 to Howard Avenue.
- Services requested by 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>

- No local match.



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

Cc: Chris Abele, County Executive  
Supervisor Mark Borkowski, Chair, Judiciary, Safety & General Services Committee  
Kelly Bablitch, Chief of Staff  
Janelle Jensen, Committee Clerk  
Jennifer Collins, Research Analyst

*Service to the Community Since 1835*

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

1  
2  
3 (ITEM ) From the Sheriff requesting to apply for and accept, if awarded, a State of  
4 Wisconsin Department of Transportation grant for 2013 Traffic Mitigation during the  
5 I43/94 Bridge Rehabilitation Project in the amount of \$357,813:

6 A RESOLUTION

7 WHEREAS, the State of Wisconsin Department of Transportation has  
8 authorized the bridge rehabilitation project and identified as Interstate I-43/94 from I-  
9 794 to Howard Avenue; and

10  
11 WHEREAS, the State of Wisconsin has requested the implementation of a  
12 comprehensive and cost effective transportation management plan that will help  
13 ensure safety, accessibility and mobility for the traveling public in the project area;  
14 and

15  
16 WHEREAS, Milwaukee County's Sheriff Office will provide planning,  
17 coordination and staffing in an effort to mitigate emergency incidents in the project  
18 area and stay informed of roadway closures and construction progress; and

19  
20 WHEREAS, the project will commence on October 1, 2012 and end by  
21 December 1, 2013; and

22  
23 WHEREAS, Milwaukee County's Sheriff Office will provide a properly trained  
24 sheriff deputy patrol dedicated to the project area 24 hours per day and seven days  
25 a week between February 15, 2013 and September 3, 2013; and

26  
27 WHEREAS, Milwaukee County's Sheriff Office will provide additional properly  
28 trained sheriff deputy patrol if requested to assist with night-time lane closures and  
29 on-call closure assistance for freeways, lanes, shoulders, and ramps from  
30 September 3, 2013 through December 1, 2013; and

31  
32 WHEREAS, Milwaukee County's Sheriff Office will bill the State of Wisconsin  
33 Department of Transportation for Deputy Sheriff straight time with overhead included  
34 at \$56.92 per hour; and

35  
36 WHEREAS, Milwaukee County's Sheriff Office will bill the State of Wisconsin  
37 Department of Transportation for Deputy Sheriff overtime at \$54.48 per hour; now,  
38 therefore,

39  
40 BE IT RESOLVED, the Office of the Sheriff is hereby authorized to apply for  
41 and accept State of Wisconsin Department of Transportation grant for 2013 Traffic  
42 Mitigation Contract for the I43/94 Bridge Rehabilitation Project in the amount of  
43 \$357,813.  
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FISCAL NOTE

An appropriation transfer request will be submitted for consideration, once the grant is awarded, to the Committee on Finance and Audit to recognize the grant revenue and establish expenditure authority of \$387,813. There is no local match to the funding and therefore no tax levy impact.

**MILWAUKEE COUNTY FISCAL NOTE FORM**

**DATE:** 1/8/13

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** Request to apply for and accept, if awarded, a State of Wisconsin Department of Transportation grant for 2013 Traffic Mitigation for the I43/94 Bridge Rehabilitation Project in the amount of \$357,813.

**FISCAL EFFECT:**

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

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

	<b>Expenditure or Revenue Category</b>	<b>Current Year</b>	<b>Subsequent Year</b>
<b>Operating Budget</b>	Expenditure	357,813	
	Revenue	357,813	
	Net Cost		
<b>Capital Improvement Budget</b>	Expenditure		
	Revenue		
	Net Cost		

## DESCRIPTION OF FISCAL EFFECT

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

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

From the Sheriff, a request to apply for and accept, if awarded, a State of Wisconsin Department of Transportation grant for Traffic Mitigation for the I43/94 Bridge Rehabilitation Project from I-794 to Howard Avenue. Grant funds total \$357,813 for Sheriff Deputy labor hours totaling \$314,104 and vehicle use of \$43,709.

Department/Prepared By William R. Lethlean, Accounting Manager

Authorized Signature



Did DAS-Fiscal Staff Review?     Yes     No

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

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

State Project I.D. 1228-26-90  
Contract No. 4  
2013 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-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 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 \$357,813.00 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 PROJECT roadway closures and construction progress commencing on October 1, 2012 and ending by December 1, 2013.

The COUNTY shall provide a sheriff deputy patrol, properly trained in work zone safety and mobility, dedicated to the defined PROJECT area 24 hours per day and seven days a week Monday through Sunday between February 15<sup>th</sup>, 2013 and September 3<sup>rd</sup>, 2013. Additional staffing may be requested to assist with night-time lane closures from September 3<sup>rd</sup>, 2013 through December 1<sup>st</sup>, 2013.

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

- o Attend weekly construction traffic meetings
- o Respond to freeway crashes and incidents
- o Assist with planned/unplanned freeway, lane, ramp, and shoulder closures
- o Clear minor debris that is disruptive to traffic flow
- o Provide crash reports and incident data when requested
- o 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 \$56.92 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 work on the I-43/94 project (project ID 1228-26-70).

The COUNTY shall also provide on-call closure assistance for freeways, lanes, shoulders, and ramps to be performed from February 15<sup>th</sup>, 2013 to December 1<sup>st</sup>, 2013. The COUNTY shall provide closure assistance using staff to be billed at the Deputy Sheriff overtime hourly rate of \$54.48 per hour.

#### Speed Trailer

At the request of the DEPARTMENT, the COUNTY shall provide two speed trailers for use during the construction project.

#### 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 \$357,813.00. Total reimbursement to the COUNTY for traffic mitigation measures under this agreement will not exceed \$357,813.00 as detailed in Attachment A: Milwaukee County Office of the Sheriff - Cost Estimate. Billings shall be directed by the COUNTY to the attention of Allen Gilbertson Wisconsin Department of Transportation, Southeast Region, 141 NW Barstow Street, P.O. Box 798, Waukesha, WI 53187-0798 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: James Forseth, PE  
Project Supervisor  
I-43/94 Bridge Rehabilitation Project  
WisDOT SE Region  
141 NW Barstow  
Waukesha, WI 53187-0798  
(262) 548-5948  
James.forseth@dot.wi.gov

Allen Gilbertson, PE  
Project Manager  
I-43/94 Bridge Rehabilitation Project  
WisDOT SE Region  
141 NW Barstow  
Waukesha, WI 53187-0798  
(262) 548-8817  
Allen.gilbertson@dot.wi.gov

Signatures:

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

APPROVED *Amir 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

Reviewed: *S. Stastek*  
Director of Risk Management  
10/22/12

Attachment A:  
Milwaukee County Office of the Sheriff  
Cost Estimate

State Project I.D. 1228-26-90  
Contract No. 4  
2013 Traffic Mitigation  
I-43/94 Bridge Rehabilitation Project

Service	Hourly Rate	No. of Days	No. of Hours	Cost
2013 Patrol Staff (24 hours, 7 days/week)	\$56.92	-	5200	\$295,984.00
Three Mobile Telephones and Phone Service	-	-	-	\$4,500.00
Overtime Assistance	\$54.48	-	250	\$13,620.00
<b>Total</b>				<b>\$314,104.00</b>

Service	Hourly Rate	No. of Hours	Cost
Vehicle Use	\$8.02	5450	\$43,709.00
<b>Total</b>			<b>\$43,709.00</b>

**Total Contract Cost: \$357,813.00**

DATE: January 10, 2013  
TO: Marina Dimitrijevic, County Board Chairwoman  
FROM: Mark A. Grady, Deputy Corporation Counsel  
SUBJECT: Claim filed by Curtis Mallory  
Date of incident: December 6, 2012  
Date claim filed: December 28, 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 \$1,706.57 to Curtis Mallory to settle in full his claim against Milwaukee County.

This accident occurred on December 06, 2012 around 5:50 am at the intersection of W. Silver Spring Drive and N. Lovers Lane Road, Milwaukee, WI. A Milwaukee County Highway Maintenance employee was performing routine winter plowing. He was stopped at the intersection of W. Silver Spring Drive headed westbound. The claimant's vehicle was also stopped at the intersection in the lane to the right side of the plow. As the plow driver began his left turn onto N. Lovers Lane to head southbound, the plow struck the left side of the claimant's stopped vehicle.

Claimant Curtis Mallory's wife, Maria, was driving the 2002 Cadillac Escalade at the time of the accident. Mileage on the unit was 128,998. Two estimates were given; the lower of the two estimates is in the amount of \$1337.37. Damage is on the hood, front left fender and the outside mirror. Photos also depict and verify the damages. A rental charge for a temporary replacement vehicle is anticipated in the amount of \$369.20.

The adjustor and the County insurer recommend a total payment of \$1,706.57 to Curtis Mallory to settle his property damage claim. Corporation Counsel has reviewed this matter and supports the recommendation to settle all claims arising out of the property damage to this vehicle.

---

Mark A. Grady  
Deputy Corporation Counsel  
c: Amber Moreen  
Kelly Bablitch  
Janelle Jensen  
Jennifer Collins

**INTEROFFICE COMMUNICATION  
COUNTY OF MILWAUKEE**

**DATE:** January 9, 2013

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

**FROM:** Kimberly R. Walker, Corporation Counsel  
Timothy R. Karaskiewicz, Principal Assistant Corporation Counsel

**SUBJECT:** Request to file an action pursuant to § 1.11(c)(3)(2)(b). M.C.G.O.  
Milwaukee County vs. PoolEquip, LLC; Renosys, Inc.; J.F. Cook, Inc.

It is requested that this matter be referred to the Committee on Judiciary, Safety, and General Services for approval of filing an action.

Pursuant to section 1.11(c)(3)(2)(b) of the ordinances, the Committee on Judiciary, Safety, and General Services, subject to full board approval, shall approve the initiation of all suits or claims by the county against other persons or entities where the amount claimed exceeds ten thousand dollars (\$10,000.00) or where the rights sought to be declared have a potential fiscal effect on the county in excess of then thousand dollars (\$10,000.00). There is an exception to this requirement for emergency situations, which does not apply to this request.

As set forth in the ordinance, this memo is our request to file a large claims civil action against PoolEquip, LLC; Renosys, Inc.; and J.F. Cook, Inc.

In 2009 PoolEquip responded to the Department of Parks, Recreation and Culture's ("DPRC's") Request for Proposals for replacement pool grates at Cool Waters Family Aquatic Center (the "Pool") in Greenfield Park. DPRC and PoolEquip entered into discussions regarding acceptable specifications for the pool grates. Upon reaching an agreement on acceptable specifications, PoolEquip warranted its pool grates against defects for ten (10) years and claimed it would replace any broken pool grates "for whatever reason" within ten (10) years. Renosys fabricated and supplied the pool grates sold to DPRC by PoolEquip. Based on PoolEquip's representations that the product was designed to the agreed upon specifications and that the pool grates would allow DPRC's Pool to operate properly, DPRC chose to proceed with procuring PoolEquip's pool grates. The pool grates were installed by J.F. Cook.

During the course of installation, DPRC observed chipping in PoolEquip's pool grates and J.F. Cook discovered that the pool grates were weakened by the method used to manufacture the slots cut into the grates resulting in a structural weakness. In May 2011, when the Pool began operating with the new pool grates in place, the grates failed to capture and redirect enough pool water to prevent water from overflowing onto the pool deck at numerous locations and began cracking under normal use. After consulting with

PoolEquip, DPRC attempted without success to modify the pool grates to allow for a greater flow rate.

Due to the ineffective pool grates, DPRC has been required to install makeshift barriers to prevent water from overflowing onto the pool deck; has been required to add personnel to supervise the Pool; has spent time and money addressing chemical and water flow imbalances as a result of water loss from the Pool; has been forced to close off sections of the Pool due to cracked or broken pool grates; and has been forced to continually craft remedies to address the unsafe conditions created by the overflows and broken grates resulting from PoolEquip's defective pool grates.

Based on the above, this office is requesting approval to file a large claims civil action against PoolEquip, Renosys, and J.F. Cook for contractual and tort claims. Milwaukee County will seek recovery of possible damages. At the present time, it is estimated that those damages are approximately three hundred twenty five thousand dollars (\$325,000.00). The suit will be handled in-house by Corporation Counsel.

Cc: Amber Moreen  
Kelly Bablitch  
Janelle Jensen  
Jennifer Collins

1  
2  
3  
4 (ITEM NO. ) From the Office of Corporation Counsel, requesting authorization to file a  
5 large claims civil action against PoolEquip, LLC; Renosys, Inc.; and J.F. Cook, Inc.  
6

7 **A RESOLUTION**  
8

9 WHEREAS, in 2009 PoolEquip, LLC responded to the Department of Parks,  
10 Recreation and Culture's (DPRC's) Request for Proposal for replacement pool grates at  
11 Cool Waters Family Aquatic Center in Greenfield Park; and  
12

13 WHEREAS, after discussions with PoolEquip regarding acceptable specifications  
14 for the pool grates and representations by PoolEquip that the grates proposed by it  
15 would allow the Aquatic Center pool to operate properly, DPRC chose to proceed with  
16 procuring PoolEquip's product; and  
17

18 WHEREAS, Renosys, Inc. fabricated and supplied the pool grates sold to DPRC  
19 by PoolEquip; and  
20

21 WHEREAS, J.F. Cook, Inc. installed the pool grates; and  
22

23 WHEREAS, in 2011, when the pool began operating with the new pool grates in  
24 place, the grates failed to capture and redirect enough pool water to prevent water from  
25 overflowing onto the pool deck at numerous locations and began cracking under normal  
26 use; and  
27

28 WHEREAS, due to in the ineffective pool grates, DPRC has been required to  
29 expend time, money and resources to address the unsafe conditions created by the  
30 overflows and broken grates resulting from PoolEquip's defective grates; and  
31

32 WHEREAS, this office is requesting approval to file a large claims civil action  
33 against PoolEquip, LLC, Renosys, Inc., and J.F. Cook, Inc. for contractual and tort  
34 claims; now, therefore,  
35

36 BE IT RESOLVED, that the Milwaukee County Board of Supervisors does hereby  
37 authorize the Office of Corporation Counsel to file a large claims civil action against  
38 PoolEquip, LLC; Renosys, Inc.; and J.F. Cook, Inc.; and perform all necessary actions  
39 to effectuate the intent of this resolution.  
40  
41

## MILWAUKEE COUNTY FISCAL NOTE FORM

**DATE:** January 9, 2013

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** Authorization to file a large claims civil action against PoolEquip, LLC; Renosys, Inc.; J.F. Cook, Inc.

**FISCAL EFFECT:**

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

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

	Expenditure or Revenue Category	Current Year	Subsequent Year
<b>Operating Budget</b>	Expenditure	0	0
	Revenue	0	\$325,000.00 (depending)
	Net Cost	0	0
<b>Capital Improvement Budget</b>	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0

**DESCRIPTION OF FISCAL EFFECT**

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

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

A. The Office of Corporation Counsel is requesting authorization to file a large claims civil action against PoolEquip, LLC; Renosys, Inc.; and J.F. Cook, Inc. for defective pool grates installed at Cool Waters Family Aquatic Center in Greenfield Park.

B. Authorization to file the claim would require existing staff time and the costs associated with pursuing litigation. Given the uncertain nature of litigation, it is impossible to predict the anticipated revenues. Revenues, if any, will likely be attributed to the subsequent year. At the present time, it is estimated that the damages are approximately \$325,000.00.

C. No Impact.

D. None.

Department/Prepared By Office of Corporation Counsel

Authorized Signature 

Did DAS-Fiscal Staff Review?  Yes  No

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

**INTEROFFICE COMMUNICATION  
COUNTY OF MILWAUKEE**

DATE: January 10, 2013

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

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

FROM: Mark A. Grady, Deputy Corporation Counsel

SUBJECT: Status update on pending litigation

The following is a list of significant pending cases. 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
2. *MDSA v. Milwaukee County* (overturn arbitration award on 2012 deputy layoffs)  
Case No. 12-CV-1984
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 (appealed to WI Court of Appeals by Milwaukee County)  
*DC48 et al. v. Milwaukee County et al.*  
Case No. 12-CV-13612 (**stayed pending outcome of cases 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 above appeal)  
*Brillowski & Trades v. Milwaukee County*  
Case No. 12-CV-13343 (**stayed pending outcome of Stoker above**)
6. *Milwaukee County v. WERC and AFSCME* (2010 bargaining; furloughs)  
Case No. 11-CV-12137 (appealed by AFSCME to Court of Appeals)(**stayed pending furlough payments being made**)
7. *MDSA v. Clarke & Milwaukee County* (G4S contract for bailiffs)  
Case No. 12-CV-3410  
*MDSA WERC Prohibited Practice Complaint* (G4S contract)
8. 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
9. *DC48 v. Milwaukee County* (seniority in vacation selection and CO1 transfer rights under Sheriff)  
Case No. 12-CV-3944
10. *Wosinski et al. v. Advance Cast Stone et al.* (O'Donnell Park)  
Case No. 11-CV-1003 (consolidated actions)
11. *Christensen et al. v. Sullivan et al.* (Sheriff motion on medical care in jail)  
Case No. 96-CV-1835
12. *Milwaukee Riverkeeper v. Milwaukee County* (Estabrook dam)  
Case No. 11-CV-8784
13. *Milwaukee County v. Federal National Mortgage Ass'n. et al.* (transfer taxes)  
Case No. 12-C-732 (U.S. District Court)
14. *Midwest Development Corporation v. Milwaukee County* (Crystal Ridge)  
Case No. 12-CV-11071

15. *MDSA grievance arbitration* (overtime opportunities)  
*Milwaukee County v. MDSA* (overturn arbitration award for MDSA on overtime)  
Case No. 12-CV-8411
  
16. Retirement sick allowance payment for employees not represented at retirement, but previously represented  
*Pasko v. Milwaukee County*  
Case No. 11-CV-2577 (appealed to WI Court of Appeals by Milwaukee County)  
*Porth v. Milwaukee County*  
Case No. 11-CV-4908 (consolidated with Pasko case, appealed to WI Court of Appeals by Milwaukee County)  
*Koehn v. Milwaukee County*  
Case No. 12-CV-1402 (stayed in circuit court pending appeal of other cases)  
*Marchewka v. Milwaukee County*  
ERD Complaint
  
17. *Clarke v. Milwaukee County* (House of Correction transition)  
Case No. 12-CV-13388
  
18. ***Calderon v. Milwaukee County***  
**Case No. 12-C-1043 (U.S. District Ct.)(deputy assault of person in custody)**