

Between

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MILWAUKEE COUNTY

AND

VENDOR

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THIS CONTRACT, entered into by and between \_\_\_\_\_ (hereinafter called "Contractor") incorporated under Wisconsin Statutes and Milwaukee County (hereinafter called the "County") is for the purpose of operating a Milwaukee County Pretrial Services Program, as identified in the Scope of Services below:

#### RECITALS

WHEREAS, The Milwaukee County Board of Supervisors adopted the 2009 budget on \_\_\_\_\_ File o. \_\_\_\_\_, and approved by the County Executive, which included funding for alternatives to incarceration with contract responsibilities to include oversight and administration by the Chief Judge of Milwaukee County; and

WHEREAS, The County desires to fund a program of pretrial services in Milwaukee County, and

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

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

#### I. RETENTION OF SERVICES

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

#### II. GENERAL REQUIREMENTS

Contractor is required to:

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

### III. SCOPE OF SERVICES

The contractor shall provide and operate a program of \_\_\_\_\_

The Contractor shall not supervise or provide services to more than an average of \_\_\_\_\_ adult defendants per day without the approval of the Chief Judge.

(Insert Program description/requirements)

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

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

Contractor shall report defendant non-compliance in accordance with the policies and procedures developed in conjunction with the Misdemeanor and Felony divisions.

### IV. PROGRAM OUTCOMES

(Insert expected program outcomes, measurement and evaluation plan)

### V. DURATION OF CONTRACT

The contract period shall be from January 1, 2009-December 31, 2011. The Chief Judge may issue a one-year contract extension in agreement/negotiation with the contractor.

### VI. COMPENSATION, BILLING AND PAYMENT

Contractor shall be compensated for work performed in general accordance with the applicable rules, procedures and regulation of Milwaukee County. Total direct compensation to the Contractor shall not exceed \$\_\_\_\_\_. Administrative costs may not exceed 12% of the total direct costs for the program.

Contractor shall be paid for (actual expenses incurred) on a monthly basis. Compensation for services required under this contract shall be contingent upon satisfactory performance of work as ascertained and/or reported to the Office of the Chief Judge. In the event of a dispute as to the services performed or compensation to be paid, the decision of the Chief Judge shall prevail.

Contractor shall provide the Chief Judge and/or her designee with monthly billings that will include:

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

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

## VII. REPORTS

Accountability will be ensured through regular reporting of program activities and outcomes to the Office of the Chief Judge. The Judicial Review Coordinator, through the use of the Milwaukee County Pretrial Services Information System, will generate reports.

Contractor will insure that all required participant information, data and supervision activity is entered into the database as it is collected and occurs.

The Chief Judge, Judicial Review Coordinator and program funding agencies may require additional data/reports from Contractor as needed.

Contractor shall produce an annual report that describes services provided, indicates number of defendants served, demographics of population served and progress toward program goals and outcomes. Report will compare activity and outcomes from year-to-year. This report will be due by March 1st of the succeeding year.

## VII. RIGHT OF REFUSAL

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

## IX. COUNTY RESPONSIBILITIES

### Space

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

### Network Connections

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

## X. MODIFICATION, EXTENSION, AND TERMINATION OF CONTRACT

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

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

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

XI. GENERAL CONDITIONS

A. Access to Records/Audit & Open Records Law

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

B. Software and hardware Specification

(Insert language on compatibility between Contractor's network, hardware and software)

C. Indemnity

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

D. Insurance

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

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

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

Milwaukee County shall be named as additional insured, as interests may appear, and be afforded thirty (30)-day written notice of cancellation of renewal. A certificate indicating above coverage

shall be submitted for review and approval by Milwaukee County for the duration of this agreement. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to Milwaukee County, if requested, to obtain approval of insurance requirements. **Any** deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in **writing** to Milwaukee County for approval prior to the commencement of activities under this contract.

E. Security

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

F. Non-Discrimination

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

G. Professional Service Contracts CDIM(VBE)

The Contractor shall comply with Milwaukee County Ordinance 42 and CFR Part 26 which have an overall goal of 17% participation of certified disadvantaged business enterprises (DBEs) on professional service contracts. **An** accordance with this, the Contractor shall ensure that DBEs have the maximum opportunity to participate in this project. The specific DSE participation goal for this project is 17%.

H. Independent Contractor

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

I. Code of Ethics

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

IN WITNESS WHEREOF,

(CONTRACTOR) and MILWAUKEE COUNTY HAVE EXECUTED THIS CONTRACT EFFECTIVE  
MAY 1, 2009.

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**Approved by Corporation Counsel**

**Reviewed by Risk Management**

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**Date**

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**Date**

**Chief Judge on behalf of Milwaukee  
County**

**(Contractor)**

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**Jeffrey A. Kremers**

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**Date**

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**Date**

**Clerk of Circuit Court**

**Reviewed by CDBP**

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**John Barrett**

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**Date**

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**Date**

MILWAUKEE COUNTY  
AIM RFP # 6425  
VENDOR QUESTION FORM

Date: Agency: -

Agency Representative: Title: -

Telephone #: e-mail address: -

Fax #: -

**(One question per form)**

Question: -

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**Please complete and return this form by 3:00 p.m. THURSDAY, MARCH 12, 2009 to:**

**Holly.szablewski@wicourts.gov**



COMMITMENT TO SUBCONTRACT WITH *DEE* FIRMS

ATTACHMENT C

PROJECT No.: PROJECT TITLE: \_\_\_\_\_

TOTAL CONTRACT AMOUNT (\$) \_\_\_\_\_ DBE Goal: \_\_\_\_\_ (0)

Subcontract Agreements with DBE firm(s) MUST be Submitted Within Ten (0) Days from Receipt of Notice to Proceed

A	V	Name or OSE Firm(s)	Scope of Work Detailed Description	Subcontract Amount	% of Total Contract
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(If using more DBE firms, include them in separate notated form)

Total \$ Amount of OSE \_\_\_\_\_ Total % \_\_\_\_\_

I certify that these identified services and costs were quoted by the DBE firm(s). If awarded this contract, our firm \_\_\_\_\_ iPhone No. \_\_\_\_\_ intends to enter into subcontract agreements with the CEE firm(s) listed for the services specified. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement or misrepresentation will result in appropriate sanctions under applicable Local, State or Federal laws.

Signature of Authorized Representative \_\_\_\_\_ Print/Type Name of Authorized Representative \_\_\_\_\_ Date \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Signature of Notary Public \_\_\_\_\_ State of \_\_\_\_\_, My Commission expires \_\_\_\_\_

(SEAL)

CBOP APPROVAL:

Signature \_\_\_\_\_ Date \_\_\_\_\_

- Exclude all allowances
- These may include any firms certified as DBEs by Milwaukee County Certification Program prior to the bid due date

FOR CBOP USE ONLY: (A) S \_\_\_\_\_ M S \_\_\_\_\_ Total % \_\_\_\_\_

- Exclude all allowances
- These may include any firms certified as DBEs by Milwaukee County Certification Program prior to the bid due date

ceop APPROVAL: \_\_\_\_\_

Form DBD-014PS PLEASE SEE BACK FOR INSTRUCTIONS AND ADDITIONAL REQUIREMENTS



COMMUNITY BUSINESS DEVELOPMENT PARTNERS (COOP) OFFICE  
COMMITMENT TO SUBCONTRACT **ToDBE FIRMS FORM**  
ADDITIONAL INSTRUCTIONS/REQUIREMENTS

INSTRUCTION &

1. In accordance with the new ODE Regulations, 49CFR26, Milwaukee County is tracking Assigned (Race Conscious) Goals for OBEs and Voluntary Utilization (Race Neutral) of DBE firms. Information reported on this form will be used to periodically adjust Race Conscious and Race Neutral components of Milwaukee County's overall DBE goal.
2. For each DBE firm listed on this form, place an "X" in the appropriate column to indicate whether it will be used to meet Assigned [(A) Race Conscious Goal] and/or Voluntary [(V) Race Neutral Goal]. Any achievement above assigned goals should be reported as voluntary goal achievement. If you indicate that a DBE firm will be used to meet both Assigned (Race Conscious) and Voluntary (Race Neutral) goals, indicate the dollar amount attributable to assigned goals. DBE use to meet assigned goals is enforceable. It is important to report the use of DBEs on a voluntary basis since they count toward meeting the overall annual DBE goal. Failure to meet voluntary goals could result in an increase of assigned (Race Conscious) goals for future bids. Our objective is to capture all DBE achievement you generate.
3. If you have questions about filling out this form, please contact the CBDP Office at (414) 278-5248.

ADDITIONAL INFORMATION/REQUIREMENTS.

1. **ALLOWANCES (Construction Related):** During the course of this project you will be using portions of the Allowance, which was initially deducted from your contract when you figured out your ODE requirement. As the allowance is used on the project, it is to be added back into the total contract price. An exception would be if the allowance being used is such that the DBE(s) cannot handle any portion of the work, the total contract amount will remain the same. In this case, it is necessary for the prime contractor to contact CBOP office immediately by phone and provide the dollar amount involved and the reasoning for DOEs not being utilized. In addition, a follow-up letter documenting the information is required.
2. **CHANGE ORDERS:** Any prime contractor receiving additional work on the contract in the form of change orders, etc., will be expected and required to increase the amount of DSE participation proportionally. Any time you receive additional work of any type, the prime contractor is required to contact the CSDP office immediately.
3. **WRITTEN CONTRACTS WITH DBES:** In order to avoid problems at a later date, COOP requires that prime contractors enter into a contract (please send a copy to CBDP) with the DBE subcontractor(s), spelling out specifically the work to be accomplished and for the dollar amount specified in this form. Also included in the contract will be the method of retainage, which is to be based on the same percentage that will be retained by the County from the prime contractor's contract. When the County reduces the amount of retainage, a like reduction should be retained from the payment to the DBE. **By recelling the above affidavit, you are certifying, under oath, that you have had contact with the named DBE firm(s), that the DBE firm(s) will be hired, that the DBE firm(s) will participate to the extent it is able to perform all of the contract. VIOLATION OF THE TERMS OF THE AFFIDAVIT WILL BE GROUNDS FOR TERMINATION OF YOUR CONTRACT.**
4. **DOE UTILIZATION REPORTS:** A DBE Utilization Report must be submitted with each payment application for the previous period's activity, even if no activity took place during the period being reported. CSDP may request that payments be withheld to the prime contractor who is not in compliance.
5. **SUBSTITUTIONS, DBES SUBCONTRACTING THE WORK, TRUCKING FIRMS:** The prime contractor must submit a written request for substitution, **specifying** the reason for the request. Approval must be obtained prior to making substitutions. Requirement to **notify** and obtain approval from the CBDP Office if DBE subcontractors will further subcontract out work on this project. In the case of DBE trucking firms, credit will be given for trucks leased from other ODE firms; however, if the DBE leases trucks from non-DBE firms, only the fee or commission will be counted for DBE crediting.
6. **PAYMENT APPLICATIONS:** DSE Utilization Reports (DBD-OI6PS form) must be submitted with each and every Payment Application including invoices. These reports must cover the period from the start of the project to the end of each period covered by payment applications being submitted, until the end of the contract when the last payment application is submitted. The department contract administrator will reject payment applications that are not in compliance with this section.

**IF YOU HAVE ANY PROBLEMS OR CONCERNS, PLEASE CONTACT THE CBDP OFFICE AT (414) 278-5248 DBD-OI41'8**