

COUNTY OF MILWAUKEE
Inter-Office Communication

DATE: August 30, 2011

TO: Lee Holloway, Chairman, Milwaukee County Board of Supervisors

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

SUBJECT: REQUEST FROM THE DIRECTOR OF THE DEPARTMENT OF CHILD SUPPORT ENFORCEMENT FOR AUTHORIZATION TO PAY CONTRACT FOR JOXEL GROUP LLC

Issue:

Section 56.30(9), of the Milwaukee County Ordinances states that no work shall be performed by any professional service contractor until a written contract has been executed and signed by all appropriate officials.

Discussion:

Earlier this year the Department of Child Support Enforcement requested County Board authorization to apply for federal grant opportunities which may become available during calendar year 2011. Such authorization was granted by the Board on June 23, 2011 (Resolution No. 11-272). On June 29 the U.S. Office of Family Assistance (in the Department of Health and Human Services' Administration for Children and Families) announced the availability of demonstration grants supporting responsible fatherhood activities. The deadline for application was July 28, 2011. Joxel Group LLC was brought in to assist Milwaukee County Child Support in its application. Services provided included coordinating communication with potential grant partners, drafting the application itself and submitting the application timely. The application for the \$1.8 million grant, of which the Department would receive approximately \$400,000 per year for the three years, was successfully submitted on July 27, 2011. Due to the size and complexity of the project, along with a short timeline for completion and the transition of department leadership during the application period, the professional services agreement for Joxel LLC was not executed and signed by all appropriate officials prior to the work on the application being done.

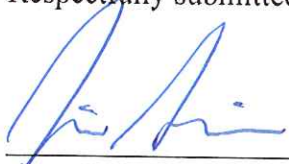
Fiscal:

Sufficient funds are available within the Department of Child Support Enforcement 2011 budget for the \$10,000 payment to Joxel Group LLC.

Recommendation:

The Department recommends that 56.30 (9) be waived and payment approved for the services performed by Joxel Group LLC prior to the completion of the professional services agreement.

Respectfully submitted,



Jim Sullivan, Director
Department of Child Support Enforcement

cc: Chris Able, Milwaukee County Executive
Willie Johnson Jr., Chairman, Judiciary, Safety and General Services Committee
Johnny Thomas, Chairman, Finance and Audit Committee
George Aldrich, Chief of Staff, Milwaukee County Executive's Office
Cynthia (CJ) Pahl, Assistant Fiscal & Budget Administrator, Department of
Administrative Services
Rick Ceschin, Analyst – County Board
Antoinette Thomas-Bailey, Analyst – Department of Administrative Services
Linda Durham, Committee Clerk – County Board

Attachments

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(Item ____) From the Director, Department of Child Support Enforcement, requesting authorization to pay the invoice submitted by Joxel Group, LLC in the amount of \$ _____ by recommending adoption of the following:

A RESOLUTION

WHEREAS, section 56.30(9) of the Milwaukee County Ordinances provides that no vendor shall begin work until all officials sign the executed contract; and

WHEREAS, the Department of Administrative Services is not permitted by Ordinance to exempt the departments from Section 56.30(9) but is able to make payments following authorization of the Milwaukee County Board of Supervisors; and

WHEREAS, the Department of Child Support Enforcement needed to complete its application for a \$1.8 million Pathways to Responsible Fatherhood grant in less than thirty days from the date of the grant announcement; and

WHEREAS, work was performed by Joxel Group, LLC prior to all officials signing the executed contract; and

WHEREAS, Joxel Group, LLC successfully submitted the Department of Child Support Enforcement's application for \$1.8 million in Pathways to Responsible Fatherhood grant funds prior to the deadline; now, therefore,

BE IT RESOLVED, that the Committee on Judiciary, Safety, and General Services of the Milwaukee County Board of Supervisors hereby authorizes the Department of Child Support Enforcement and the Department of Administrative Services to pay the invoice submitted by Joxel Group, LLC for work performed related to the 2011 application for Pathways to Responsible Fatherhood grant funds.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 8/30/11

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Request from the Director of the Child Support Enforcement for authorization to pay Professional Service Contract

FISCAL EFFECT:

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

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

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

DESCRIPTION OF FISCAL EFFECT

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

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
 - B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated.¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
 - C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
 - D. Describe any assumptions or interpretations that were utilized to provide the information on this form.
- A. The Director of Child Support Enforcement requests the County Board's authorization, by resolution, for CSE and DAS to pay an invoice for a professional service contract for Joxel Group, LLC. In accordance with 56.30(9), the invoice is not being paid because contract work was performed prior to the contract being signed by all parties. The Ordinance allows for payment if the Board authorizes it by resolution.
- B. Approval of this request will result in payment of \$10,000 for the contracted work from available 2011 CSE funds. This is a one-time cost.
- C. There is no budgetary impact associated with this contract.
- D. No further assumptions are made.

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

Authorized Signature _____

Did DAS-Fiscal Staff Review? Yes No

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

PROFESSIONAL SERVICES AGREEMENT

This Contract between Milwaukee County, a Wisconsin municipal body corporate (hereinafter called "County"), represented by Jim Sullivan, Director, Department of Child Support Enforcement and Joxel Group LLC, 10555 N. Port Washington Rd., Suite 203, Mequon, WI 53092 (hereinafter called "Contractor"), represented by Sushil Pillai, President, is entered into on August 26, 2011.

1. SCOPE OF SERVICES

Contractor shall specifically perform all of the tasks set forth in Exhibit A.

2. STAFFING

Contractor shall provide, at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be the employees of, or have any other contractual relationship with, the County.

3. COMPENSATION

Contractor shall be compensated for work performed for a flat fee, at the rate listed in Exhibit A of this Contract. The total compensation to Contractor for services performed under this Contract shall not exceed \$10,000.00. State Prompt Pay Law, Section 66.285, does not apply to this Contract. As a matter of practice, the County attempts to pay all invoices in 30 days.

4. OWNERSHIP OF DATA

Upon completion of the work or upon termination of the Contract, it is understood that all completed or partially completed data, drawings, records, computations, survey information, and all other material that Contractor has collected or prepared in carrying out this Contract shall be provided to and become the exclusive property of the County. Therefore, any reports, information and data, given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of County. No reports or documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

5. AUDIT AND INSPECTION OF RECORDS

Contractor agrees to permit authorized representatives of the county auditor, upon reasonable notice, the right to inspect and audit all of its records of related to this Contract, for a period up to three years after completion of the Contract.

6. AFFIRMATIVE ACTION

The contractor assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Contractor assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Contractor assures that it will require that its covered suborganizations provide assurances to the Contractor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as recreated by 14 CFR Part 152, Subpart E, to the same effect.

7. DISADVANTAGED BUSINESS ENTERPRISE

Each prime consultant/service provider shall utilize DBE firms to a minimum of 17% of the total contract. DBE participation requirement relative to contract award shall be based upon the approved Milwaukee County DBE Utilization Plan (DBD-014PS form). Consultants/service providers receiving additional work on the contract in the form of change orders, addendum, etc. shall be expected to increase DBE participation proportionally.

In keeping with County Ordinance intent, consultant/service providers should use good faith efforts to achieve the amount of DBE participation in this proposal. A 17% goal has been established for applicable sections of this contract as described. Consultant/Service Providers should include and will be evaluated on their philosophy and approach to including DBE participation as a part of the scope of services, as well as, the level and nature of DBE involvement.

8. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS

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

In the performance of work under this Contract, Contractor shall not discriminate against any employee or applicant for employment because of age, race, religion, color, national origin, sex, sexual orientation, handicap, physical condition or developmental disability as defined in s. 51.01(5) Wis. Stats.

Contractor agrees to comply with the provisions of Section 56.17 County General Ordinances which is attached hereto by reference and incorporated herein as though fully set forth herein.

9. INDEMNITY

The Consultant 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 statutory benefits under Workers Compensation Laws and/or 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 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 tasks and services covered by this agreement.

10. INSURANCE

Contractor understands and agrees that financial responsibility for claims or damages to any person, or to Contractor's employees and agents, shall rest with the Contractor. Contractor may effect and maintain any insurance coverage, including, but not limited to, Worker's Compensation, Employers Liability and General, Contractual, Professional and Automobile Liability, to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation or benefits payable under Worker's Compensation laws or other insurance provisions.

Evidence of Worker's Compensation and General and Automobile Liability insurance shall be given the County, upon request, by a certificate naming the County as an additional insured on general and

automobile coverages and affording a thirty (30) day written notice of cancellation, non-renewal, or known material change for the duration of this Contract.

The Consultant shall purchase and maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims of tort, statutes, and benefits under Workers' Compensation laws, as respects damage to persons or property and third parties in such coverages and amounts as required and approved by the County Director of Risk Management and Insurance. Acceptable proof of such coverages shall be furnished to the Director of Risk Management and Insurance prior to services commenced under this agreement.

The Consultant shall provide evidence of the following coverages and minimum amounts:

Type of Coverage	Minimum Limits
Wisconsin Workers' Compensation	Statutory
Employer's Liability	\$100,000/\$500,000/\$100,000
Commercial Or Comprehensive General Liability	
General Aggregate	\$1,000,000 Per Occurrence
Personal Injury	\$1,000,000 Per Person
Bodily Injury & Property Damage	\$1,000,000 Aggregate
Contractual Liability	\$1,000,000 Per Occurrence
Fire Legal Liability	\$50,000 Per Occurrence
Automobile Liability	
Bodily Injury & Property Damage – all autos owned, non-owned and/or hired	\$1,000,000 Per Accident
Uninsured Motorists	Per Wisconsin requirements

MILWAUKEE COUNTY, AS ITS INTERESTS MAY APPEAR, SHALL BE NAMED AS AN ADDITIONAL INSURED FOR GENERAL, AUTOMOBILE, GARAGE KEEPERS LEGAL AND ENVIRONMENTAL IMPAIRMENT LIABILITY, AS RESPECTS SERVICES PROVIDED IN THIS AGREEMENT. DISCLOSURE MUST BE MADE OF ANY NON-STANDARD OR RESTRICTIVE ADDITIONAL INSURED ENDORSEMENT, AND ANY USE OF NON-STANDARD OR RESTRICTIVE ADDITIONAL INSURED ENDORSEMENT WILL NOT BE ACCEPTABLE. A THIRTY (30) DAY WRITTEN NOTICE OF CANCELLATION, NON-RENEWAL OR MATERIAL CHANGE SHALL BE AFFORDED THE COUNTY.

The insurance specified above shall be placed with an AA+ rated carrier per Best's Rating Guide and approved to do business in the State of Wisconsin. Any deviations or waiver of required coverages or minimums shall be submitted in writing and approved by the County Director of Risk Management and Insurance as a condition of this agreement. Waivers may be granted when surplus lines and specialty carriers are used.

A Certificate of Insurance shall be submitted for review to the County for each successive period of coverage for the duration of this agreement.

The Contractor shall evidence satisfactory compliance for Unemployment Compensation and Social Security reporting as required by Federal and State laws.

11. WITHHOLDING OF PAYMENTS

Failure on the part of the Contractor to comply with any contract requirements may result in withholding or forfeiture of any payments otherwise due Contractor from Milwaukee County by virtue of any Milwaukee County obligation to Contractor until such time as the contract requirements are met.

12. CONTRACT TERMINATION

This contract may be terminated thirty (30) days following written notice by County or Contractor for any reason, with or without cause. Failure to maintain in good standing required licenses may, at the option of the County, result in immediate termination of this Contract. Failure to comply with any part of this Contract may be considered cause for early termination by the offended party.

In the event of termination, the County will only be liable for services rendered through the date of termination.

Contractor shall notify County in writing whenever it is unable to provide the required quality or quantity of services. Upon such notification, County and Contractor shall determine whether such inability will require a revision or early termination of this Contract.

Should funding not be obtained or continued at a level sufficient to allow for payment for the quantity of services in this Contract, the obligations of each party shall be terminated and shall be sufficient basis for County to reduce the amount to be paid Contractor notwithstanding that Contractor may have provided the service.

13. CONTRACT RENEGOTIATION

This Contract may be renegotiated in the event of changes required by law, regulations, court action, or inability of either party to perform as committed in this contract.

14. INDEPENDENT CONTRACTOR

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

15. SUBCONTRACTS

Assignment of any portion of the work by subcontract must have the prior written approval of County.

16. ASSIGNMENT LIMITATION

This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

17. PROHIBITED PRACTICES

Contractor, during the period of this Agreement, shall not hire, retain or utilize for compensation any member, officer, or employee of the Milwaukee County Department of Child Support Enforcement, or any person who, to the knowledge of Contractor, has a conflict of interest. No employee of the Milwaukee County Department of Child Support Enforcement shall be an officer, member of the Board

of Directors, or have a proprietary interest in Contractor's business unless approved in writing by the Director of the Department of Child Support Enforcement.

Contractor hereby 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, and 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 actions or judgment would be influenced thereby."

18. NOTICES

Notices to County provided for in this Contract shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed to Jim Sullivan, Director, Milwaukee County Child Support, Room 101, Milwaukee County Courthouse, 901 N. 9th St., Milwaukee, WI 53233 , and notices to Contractor shall be sufficient if sent by Certified or Registered mail, postage prepaid, to Sushil Pillai, President, Joxel Group LLC, 10555 N. Port Washington Rd., Suite 203, Mequon, WI 53092, or to such other respective addresses as the parties may designate to each other in writing from time to time.

19. MISCELLANEOUS

This Agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This Agreement constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. Contractor acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal laws, rules, regulations and orders.

In witness whereof, the parties hereto have executed this Contract effective as of the day and year first above written.

Joxel Group LLC:

Sushil Pillai
Sushil Pillai
President
Joxel Group LLC
10555 N. Port Washington Rd.
Suite 203
Mequon WI 53092

DATE: _____

Milwaukee County:

Jim Sullivan
Jim Sullivan
Director
Child Support Enforcement
John P. Hayes Center
Room 101 Courthouse
901 N. 9th Street
Milwaukee, WI 53233

DATE: 8/30/2011

Approved as to form and independent contractor status by Corporation Counsel

[Signature]
Date 8/30/2011

Approved by Risk Management (DOA)

Dennis Dietschen
DENNIS DIETSCHEN DAS

Date 8/30/11

Approved by CBDP/DBE _____

Date _____

of Directors, or have a proprietary interest in Contractor's business unless approved in writing by the Director of the Department of Child Support Enforcement.

Contractor hereby 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, and 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 actions or judgment would be influenced thereby."

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In witness whereof, the parties hereto have executed this Contract effective as of the day and year first above written.

Joxel Group LLC:

Sushil Pillai
Sushil Pillai
President
Joxel Group LLC
10555 N. Port Washington Rd.
Suite 203
Mequon WI 53092

DATE: 8.26.2011

Milwaukee County:

Jim Sullivan
Jim Sullivan
Director
Child Support Enforcement
John P. Hayes Center
Room 101 Courthouse
901 N. 9th Street
Milwaukee, WI 53233

DATE: _____

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

Approved by Risk Management (DOA) _____ Date _____

Approved by CBDP/DBE [Signature] _____ Date 8.31.2011

Milwaukee County Child Support

Scope of Services related to the preparation of the application for Pathways to Responsible Fatherhood Grant

Joxel Group LLC will prepare and submit an application in response to the United States Office of Family Assistance announcement soliciting applications for the competitive award of demonstration grants that support responsible fatherhood activities (Funding Opportunity Number HHS-2011-ACF-OFA-FK-0194).

Based on the Grant Announcement's requirements, Joxel Group LLC will:

- Conduct planning sessions with Child Support officials and Child Support partners in the Grant Application.
- Draft the Grant Application and required attachments for Child Support review.
- Prepare any necessary tables, charts or graphics to enhance the application.
- Format the Application consistent with Grant Announcement requirements.
- Make any revisions requested by Milwaukee County Child Support.
- Finalize application for Milwaukee County Child Support signatures.
- Successfully submit the application prior to the application deadline.

The total cost for Joxel LLC's outlined services is \$10,000.00.