

**JOINT CORRECTIONS**

Office of the Sheriff, Community Reintegration Center, Youth Detention Center

Secure Transport Service Agreement

Allied Universal

INFOR Contract # 3526

Bonfire Contract # 121713

Amendment # 7

MILWAUKEE COUNTY

AMENDMENT #7

To the Service Agreement
with
 Allied Universal



Executed on:	09/01/2016	Issuing Department:	Sheriff's Office	Authority:	MCCO §32
Expires on:	12/31/2025	Initial Contract Value:	\$25,988,317.46	Board Approval:	File 22-318
Amended On:	12/31/2024	Total Contract Value:	\$28,701,798.66	Renewable:	No
# of Amendments:	7	Amendment Value:	\$2,713,481.20	Renewal Due:	Not Applicable



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2 PREAMBLE

This **AMENDMENT #7 to the 2016 Secure Transport Service Agreement** (the “**Agreement**”) is dated **December 31, 2024**, and is between **Milwaukee County**, a Wisconsin municipal body corporate, represented by its **Office of the Sheriff** (the “**County**”), and **Allied Universal** (the “**Contractor**”), combined to be considered the Parties to this Agreement (“**Parties**”).

3 RECITALS

- 3.1 On September 1, 2016, Milwaukee County and ALLIED UNIVERSAL entered into the Agreement for the provision of Secure Transport Services for Residents of the Community Reintegration Center (“**CRC**”) and Occupants of the Milwaukee County Jail (“**MCJ**”).
- 3.2 On or around April 6, 2021, Allied Universal acquired the Agreement from G4S Secure Solutions (USA), Inc., and all obligations held by G4S under the Agreement were legally assigned to Allied Universal.

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- 3.3** On November 2, 2020, the County issued Request for Proposals (“**RFP**”) #98200018: Secure Transport Program, seeking a skilled and experienced provider of Secure Transport Services. Following selection of a Proposal, the winning Offeror indicated a request for price increase which invalidated the award of RFP #98200018.
- 3.4** On September 27, 2023, the Parties extended the contractual relationship on a month-to-month basis until the award and implementation of a new contract under a future RFP. This month-to-month relationship was to end December 31, 2024.
- 3.5** On December 20, 2024, the County issued RFP-2024-011: Intrastate Correctional Secure Transportation Management, seeking one or more providers of Secure Transportation services to provide intra-facility, inter-facility, and medical transports and/or scheduling, administration, and logistics services.
- 3.6** The Parties wish to amend the Agreement for a period of no more than twelve (12) months to allow the Contractor to continue to provide Services until the award of the RFP and transition to the Awardee of the RFP is complete.
- 3.7** The Parties also wish to amend the Agreement to adjust the Contractor’s pay and requirements for the Transportation Officer role to assist in the recruitment and retention of qualified candidates to provide the Services, as well as to the staffing structure and overtime approval requirements to introduce more flexibility and transparency.
- 3.8** The County and Contractor wish to amend the Agreement as described in this Amendment #7 for the reasons identified above.

Accordingly, intending to be legally bound, the Parties agree as follows:

4 AMENDMENTS

The Parties amend the Agreement as follows. Additions to existing text are in **red**, deletions from existing text are ~~stricken out~~.

4.1 DEFINITIONS

Terms defined throughout the Agreement and this Amendment 7, including in the preamble and recitals, have their assigned meanings, terms defined in any amendments, addenda, attachments, and/or exhibits have the meanings assigned to them in the applicable document, and the following terms have the meanings assigned to them:

Term	Definition
Authorized Entity	Any Federal, State, municipal, or private organization which provides secure custody and control of individuals charged ¹ or convicted ² of a crime in the State of Wisconsin, including, but not limited to, jails, prisons, detention centers, correctional facilities, secure mental health facilities (such as State

¹ In this context, “charged” means those individuals accused of a crime where criminal proceedings have been initiated and the individual is in pre-arraignment custody or pre-trial detention.

² In this context, “convicted” means the individual has either been determined guilty through admission of guilt in a plea deal or by a jury of their peers in a trial.

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Term	Definition
	mental health facilities), and secure long-term medical care facilities (such as jail or prison hospice providers).
B2Gnow	A hosted software to assist in 49 CFR Part 23 & 26 compliance and reporting, maintains compliance with federal, state, and local diversity programs, communicates with certified firms and prime contractors, and protects Milwaukee County by preventing fraud. B2GNow is used by the Office of Economic Inclusion (OEI) to monitor and enforce Milwaukee County's targeted, small and Disadvantaged Business Enterprise (DBE) programs.
CJF	The Criminal Justice Facility (also known as the Milwaukee County Jail), a 460,081 square foot facility located at 949 N. 9th Street, Milwaukee, Wisconsin 53233. This facility houses intake and pretrial occupants of all genders with a population capacity of 960 adults.
Contract	Also referred to as the "Agreement." The negotiated contract between Milwaukee County and the Awardee(s). The Agreement defines the terms of the business relationship and is approved by the Milwaukee County Board if required by County ordinance.
Contract Compliance Manager	A member of the Department of Administrative Services – Procurement Division who is responsible for coordinating, monitoring, and reporting on the success of the Secure Transportation Program and the Awardee(s).
Correctional Healthcare Provider	The Vendor that delivers healthcare services within the County's Correctional Facilities and is responsible for meeting the healthcare needs of individuals who are incarcerated or detained. The current Correctional Healthcare Provider at the CRC and CJF is Wellpath .
County	Milwaukee County, a Wisconsin municipal body corporate located at 901 N. 9th Street in the City of Milwaukee on the shores of Lake Michigan and covering 241 square miles and 19 municipalities. For purposes of this RFP, the County includes the Milwaukee County municipal body corporate , all Departments and Divisions of that body, and any elected officials of that body.
County Staff	Any employee of Milwaukee County, including Correctional Officers and other individuals staffed at any Facility.
CRC	The Community Reintegration Center, an approximately 451,328 square foot facility located at 8885 S. 68th Street, Franklin, Wisconsin 53132. This facility houses approximately 1,760 Residents of all genders, both pretrial and sentenced, in an open dormitory setting with a work-release population.
Department	A subunit of Milwaukee County government established by law or executive authority and tasked with the performance of a specific public function or service. For example, the Department of Administrative Services ("DAS") or Department of Health and Human Services ("DHHS"). Departments may be comprised of one or more divisions or subunits assigned to particular functions within the overall mission of the Department, such as the Procurement Division of DAS or Children, Youth, and Family Services Section of DHHS.

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Term	Definition
Detainee(s)	<p>For purposes of this Agreement, Detainees are:</p> <ul style="list-style-type: none"> Adults sentenced to the Milwaukee County Community Reintegration Center ("CRC"). Youth sentenced to the Vel. R. Phillips Youth Detention Center ("YDC"). Youth sentenced to a State Facility or State Mental Health Facility who are in the Department of Corrections ("DoC"), Division of Juvenile Corrections ("DJC") or YDC custody and require transport between these facilities for any reason. Sentenced and/or pre-trial and/or pre-sentenced adults and youth in custody at the CRC, YDC, or Milwaukee County Criminal Justice Facility ("CJF"). Adults and youth arrested or detained by the State and/or in other Wisconsin jurisdictions (such as other counties, cities, towns, villages, etc.) as the result of a writ or warrant within Milwaukee County. Adults and youth sentenced to State correctional facilities, State mental health facilities, or other county jails who must appear before a Milwaukee County Court and are temporarily in MCSO or YDC custody for that purpose.
Equipment	Any and all real or tangible property and/or durable assets, such as tools, machinery, devices, land, buildings, technology hardware and software, capital assets, etc. necessary for the performance of Services under the contract, including expendable supplies. For purposes of this RFP, equipment expressly includes, but is not limited to, mobile devices and other communications equipment, lethal and non-lethal weapons, vehicle fuel and tires, vehicle replacement parts and secure outfitting components, ammunition, restraints, uniforms, first aid and emergency response supplies such as AEDs, flares, first aid kits, fire extinguishers, etc., vehicle and passenger comfort supplies such as motion sickness bags, office supplies and furniture including computers and peripherals, desktop phones, printers and multifunction devices, software applications, etc.
Facility / Facilities	The three correctional or detention locations covered by the Services requested through this RFP: the Community Reintegration Center, the Milwaukee County Criminal Justice Facility (the Jail), and the Youth Detention Facility. Any one of these Facilities may be referred to as a Facility.
Facility Commander	The Facility Commander is the individual in a leadership role responsible for the overall management, administration, and operation of a specific Facility. The following individuals may be considered Facility Commanders for the purpose of this RFP and any Contract: for the CRC, the Superintendent or designee (including the Assistant Superintendents or Security Director), for the CJF the Sheriff or designee (including the Jail Commander, Deputy Jail Commander, or Chief Deputy), and for the YDC the Superintendent or designee (including the Deputy Superintendent).
Federal	The Federal government of the United States as established by the U.S. Constitution and operating under constitutional authority, including the branches of government (executive, legislative, and judicial), and the laws, courts, and agencies created at the national level. For purposes of this RFP, "Federal" most commonly refers to Federal prisons, detention centers, and/or mental health facilities located within the State of Wisconsin.
FTE	Full-time equivalent, or the measure of the total amount of work performed by an employee or a group of employees, converted into the equivalent workload of a full-time employee. For purposes of this Agreement, minimum staffing requirements are based on FTE (hours) and not on individual full-time

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	employees.
Hospital Watch	Secure escort and oversight for any Detainee admitted to the hospital or requiring a medical appointment more than twelve (12) hours long.
MCCO	The Milwaukee County Code of Ordinances in its most current and updated form, including legislation which has been enacted, but not yet codified. A codified version of the MCCO is available at: https://library.municode.com/wi/milwaukee_county/codes/code_of_ordinances
Milwaukee County	May also be called "County". A county located in the State of Wisconsin, United States with its county seat in the city of Milwaukee. For purposes of this RFP, the County includes the Milwaukee County municipal body corporate , all Departments and Divisions of that body, and any elected officials of that body.
OEI	The Department of Administrative Services' Office of Economic Inclusion . OEI ensures that Milwaukee County's Targeted Business Enterprise (TBE) and Disadvantaged Business Enterprise (DBE) firms are afforded a level playing field in accessing County work through public procurements by developing TBE and DBE participation goals, monitoring contract payments, and enforcing County ordinances. OEI's mission is to increase the overall economic viability of small and disadvantaged businesses through Milwaukee County and the region.
Risk	The Risk Management Division of the Department of Administrative Services. Risk Management oversees all lines of liability claim administration, self-insurance functions, excess insurance procurement, safety and loss prevention and ensures proper risk transfer techniques for all the county's contractual obligations.
Services	Any activity required to operate and manage the Secure Transportation Program, including purchasing, training, Personnel oversight and management, transportation services, equipment management, reporting, inventory, quality assurance, evaluation, etc. The operation of the Secure Transportation Program in general is referred throughout this RFP as the Services.
SOPs	Standard Operating Procedures. SOPs are detailed step-by-step instructions or guidelines that outline the standard procedures and processes to be followed for specific tasks or activities within an organization. SOPs serve as a reference and provide a consistent framework for employees to ensure that operations are carried out efficiently, accurately, and consistently, regardless of the individual performing the task.
State	The State of Wisconsin and all the Departments thereof, which on May 29, 1848, became a sovereign governmental entity and the 30 th state of the United States with all the rights, powers, and privileges of a public body corporate which allow it to function in the public interest. The State of Wisconsin is located in the Great Lakes region of the Midwest United States, bordered by Minnesota to the west, Iowa to the southwest, Illinois to the south, Lake Michigan to the east, and Lakes Superior and Michigan to the north. The state capitol is Madison.
WI DoC	The State of Wisconsin Department of Corrections , a government agency responsible for the

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	administration of the correctional system within the State and protecting the public through constructive management of those placed in its charge, promoting their successful reintegration into society, and providing support and services to victims. The DoC offers education, programming, treatment, and health services to those in its care, administers the probation, parole, and extended supervision program, assigns security levels, directs the placement and movement of offenders throughout the system, administers the State's Sex Offender Registry program, operates an electronic monitoring center for adults, juveniles, and counties, administers juvenile community supervision (including social, educational, and employment assistance), and provides victim advocacy services.
WI DoJ	The State of Wisconsin Department of Justice , a governmental agency responsible for ensuring public safety throughout the state by providing legal advice and representation for the State, investigating crimes that are statewide in nature or importance, provides technical assistance and training to law enforcement officers, victims services providers, and prosecutors, assists victims of crime in exercising their rights and accessing services, provides forensic analysis of evidence for prosecutors and defense upon request, and promotes safe school environments. The DoJ is led by the Attorney General, a constitutional officer elected by partisan ballot to a four-year term. Its mission is to protect the public and ensure that justice is done.
YDC	The Vel R. Phillips Youth Detention Center located at 10201 W. Watertown Plank Road in Wauwatosa, WI. This facility houses approximately 127 youth. This definition should be considered expansively and may include new facilities for the custody and treatment of justice-involved youth such as the Secure Residential Care Center for Children and Youth (" SRCCCY ") if and when such new facilities begin operations.

4.1.1 REFERENCES TO DEFUNCT TERMS

Several terms used throughout the Agreement and in related documentation are defunct as of the writing of this amendment and shall be replaced by the following terms.

4.1.1.1 Detainee.

Any references to the word "prisoner," "offender," "inmate," or "inmate/prisoner transport" are replaced with the words Detainee and Detainee transport.

4.1.1.2 Community Reintegration Center.

Any references to the "HOC" or "House of Corrections" are replaced with "Community Reintegration Center" or "CRC". The CRC changed its name in 2022 as part of its efforts to foster a culture of change, accountability, and growth and focus on the reintegration of Detainees into the community.

4.2 ORDER OF PRECEDENCE

Section 20: Entire Agreement is stricken and replaced by the following:

This Agreement includes multiple documents. These documents are listed below in order of precedence and are incorporated by reference. The Parties shall follow the order below when resolving any inconsistencies between the terms of the Agreement and the terms of any amendments, addenda, attachments, exhibits, statements of work to the Agreement:



- 4.2.1 The most recently executed amendment (Exhibit A);
- 4.2.2 All other amendments in order of execution from newest to oldest (Exhibit B);
- 4.2.3 The Service Agreement;
- 4.2.4 The mutually agreed upon Standard Operating Procedures (Exhibit C)
- 4.2.5 Milwaukee County RFP # (Exhibit D)
- 4.2.6 The Contractor's Proposal and Cost Proposal dated June 10, 2016 (Exhibit E)
- 4.2.7 The Contractor's TBE Participation Requirements (Exhibit F)
- 4.2.8 The Standard Insurance Requirements (Exhibit G)
- 4.2.9 The Contractor's Completed EEOC Form (Exhibit H)
- 4.2.10 Any applicable Milwaukee County Directives (Exhibit I) and
- 4.2.11 Any addenda, amendments, or attachments to this Agreement.

Each amendment executed by the Parties under this Agreement is subject to both the terms and conditions of the Agreement and any additional terms and conditions set forth in any exhibit, addendum, attachment or other similar document(s) incorporated by reference to the Agreement which are applicable to that amendment. Each amendment must specifically reference this Agreement. Specific products, services, and deliverables (as the same may be defined in any applicable amendment), delivery methods, fees, and any other terms applicable to the products, services, and deliverables provided under the applicable amendment shall be set forth in the amendment or one or more exhibits, addenda, or attachments thereto. Each fully executed amendment is incorporated into this Agreement by reference upon execution. The Parties intend that the various Agreement documents supplement one another and agree that any interpretation of the documents must avoid creating or assuming conflict between Agreement documents.

4.3 SCOPE OF SERVICES

Section 1: Scope of Services is **stricken in its entirety** and replaced with the following:

The MCSO hereby engages Allied Universal to provide Detainee transport and related services (the "**Services**") as follows:

The Contractor shall partner with the County through its Sheriff's Office ("**MCSO**"), Community Reintegration Center ("**CRC**"), and Youth Detention Center ("**YDC**") and work with County leadership and Command Staff at each Facility to provide managed, cost-effective secure transportation services. The Contractor shall provide secure transportation and physical control of Detainees in its custody from the time the Detainee(s) are accepted into custody by the Contractor's Personnel until they are properly removed from custody by an authorized representative or designee of the Facility where the Detainee currently resides (for example, the CRC Superintendent for Detainees residing at the CRC, and the Chief Deputy for Detainees residing at the CJF) and/or by a representative of the Authorized Entity taking custody of the Detainee at the drop-off location.

The Contractor shall provide, and assume responsibility for, secure transportation services for the County's Detainees in accordance with state and federal laws, Milwaukee County rules and regulations, and WI-DoJ and WI-DoC standards.

Unless otherwise set forth in writing elsewhere in this Amendment 7, the Agreement, and/or any of the Agreement documents, all aspects of the Scope of Work of MCSO RFP #7111 for Inmate Transportation Services are incorporated into the Scope of Work ("**SOW**") of this project, including, but not limited to:

4.3.1 LOCATION OF SERVICES

The Contractor shall provide transportation Services to and from the Criminal Justice Facility ("**CJF**"), Community Reintegration Center ("**CRC**"), Vel R. Phillips Youth Detention Center ("**YDC**"), other county jails and juvenile justice



centers, State of Wisconsin correctional facilities and mental health facilities, medical facilities, federal correctional or detention facilities, and other locations as needed. The Contractor shall provide transportation Services to any of the seventy-two (72) counties located within the State of Wisconsin.

4.3.2 SCOPE OF SERVICES

The Contractor shall provide the following Services:

- 4.3.2.1 Accept Detainees of all ages and genders into its custody for transport, escort, or protection at any time, twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year as reasonably directed by the County. The Contractor may refuse acceptance of Detainees if:
 - 4.3.2.1.1 The work required to perform the transport is outside the agreed-upon Scope of Services in this section.
 - 4.3.2.1.2 The Contractor reasonably deems that the Detainee is unfit for transport due to a medical condition which could affect the safety and security of the Detainee and others.
- 4.3.2.2 Scheduled and unscheduled transportation of Detainees:
 - 4.3.2.2.1 To and from the CJF, CRC, and YDC.
 - 4.3.2.2.2 To and from State correctional and mental health facilities.
 - 4.3.2.2.3 Between the CRC and CJF for "disciplinary trips," for new intake, and/or for overflow.
 - 4.3.2.2.4 In connection with releases from the CRC and CJF.
 - 4.3.2.2.5 To and from Federal and State facilities in connection with Milwaukee County warrants, writs, and court appearances, and provide specific documentation to identify these services.
 - 4.3.2.2.6 To and from any of the seventy-two (72) counties located in the State of Wisconsin in connection with Milwaukee County warrants and writs, or as otherwise ordered by an authorized County official.
- 4.3.2.3 Providing a minimum of six (6) medical appointments per day, subject to the limitations of this Section. If additional medical transports are requested, the Contractor shall make all efforts to service the requests but may prioritize other transports over additional medical transports based on available staff and time.
 - 4.3.2.3.1 The Contractor shall provide transport for no more than two (2) medical appointments at one time. The County shall allow for a reasonable amount of time between appointments to account for travel to and from each appointment and for the processing of Detainees transported.
 - 4.3.2.3.2 Any single appointment which exceeds three (3) hours will be counted against the daily Service Level requirement as two (2) appointments.
 - 4.3.2.3.3 Any single appointment which exceeds eight (8) hours will be counted against the daily Service Level requirement as four (4) appointments.
 - 4.3.2.3.4 If a Detainee is admitted to the hospital during the course of a medical transport appointment, the Contractor shall make every effort to cover the appointment and shall notify the County within fifteen (15) minutes of the admission. The Contractor must maintain custody and cover the appointment until County personnel arrive and accept custody of the Detainee. The Parties acknowledge and agree that

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unexpected hospital admissions not relieved by County staff may impact the Contractor's ability to meet Service Levels for a particular day, and no penalty shall be applied in the event of unexpected admissions.

- 4.3.2.4** Administrative functions related to the implementation of the contracted Services, performed on-site at the CJF. These functions include, but are not limited to:
 - 4.3.2.4.1** Receiving and reviewing warrants and writs for accuracy and to compile required supporting documentation.
 - 4.3.2.4.2** Monitoring "keep separates" and reviewing transport security risks and arranging transportation schedules accordingly.
 - 4.3.2.4.3** Scheduling transportation of Detainees in connection with warrants and writs.
 - 4.3.2.4.4** Collaborating with the Correctional Healthcare Provider to schedule medical runs and appointments.
 - 4.3.2.4.5** Inputting information into calendars and transportation logs.
 - 4.3.2.4.6** Generating Orders of Detainer.
 - 4.3.2.4.7** Liaising with State and Federal facilities to schedule transportation of federal Detainees to and from State and Federal facilities in relation to warrants, writs, and court appearances within Milwaukee County, and providing documentation to CRC, CJF, and YDC administration and fiscal staff.
 - 4.3.2.4.8** Compiling weekly and monthly transportation reports.
 - 4.3.2.4.9** Verifying that DNA tests of Detainees are completed and on file.
 - 4.3.2.4.10** Verifying Detainee hearing dates.
 - 4.3.2.4.11** Contacting agencies and facilities to ensure Detainees are present and to coordinate pick-ups and drop-offs.
 - 4.3.2.4.12** Providing standard reports including verification documentation that Contractor and subcontractor Personnel meet all contractual requirements for performing assigned tasks.
 - 4.3.2.4.13** Scheduling transportation of Detainees with disabilities on Americans with Disabilities Act ("**ADA**") accessible vehicles.
- 4.3.2.5** Collaborate with the County to develop mutually agreed-upon Standard Operating Procedures ("SOPs") and contingency plans related to the Agreement within ninety (90) days of contract commencement. Only the agreed-upon SOPs will be applicable to the Agreement and Scope of Work.
- 4.3.2.6** Recruit, train, manage, and maintain an adequate number of Personnel to provide all secure transportation and administrative Services required by the Agreement based on the estimated transportation figures as provided by the MCSO and as set forth in the Pricing section below. The Contractor shall:
 - 4.3.2.6.1** Provide the necessary number of Personnel to provide the Services effectively and efficiently.
 - 4.3.2.6.2** Provide the necessary number of supervisory Personnel required to effectively manage the Agreement, including an overall project manager, as set forth in the Pricing section below.
 - 4.3.2.6.3** Ensure that all assigned Personnel meet the minimum qualifications by job function as agreed upon by the Parties.

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4.3.2.6.4 Ensure all transportation runs are performed by two (2) person teams that include at least one (1) driver, and that all Contractor vehicles modified for secure transport are assigned only two-person teams.

4.3.2.6.5 Provide adequate hours and types of training to all assigned Personnel in order to accomplish the required Services, including all state-required training which may apply to the Agreement and/or job duties of Personnel.

4.3.2.7 Provide all necessary Equipment and Vehicles to accomplish the Services in the Scope of Work as set forth in the Pricing section below. This equipment includes, but is not limited to:

4.3.2.7.1 Communications equipment.

4.3.2.7.2 Restraints.

4.3.2.7.3 Lethal and non-lethal weapons, ammunition, holsters, etc.

4.3.2.7.4 Uniforms and uniform parts.

4.3.2.7.5 Vehicles appropriately modified for secure transportation.

4.3.2.7.6 Fuel, parts, and maintenance for all assigned vehicles.

4.3.2.7.7 Storage and garaging space for all Equipment and Vehicles.

4.3.2.7.8 Standard reports regarding the Services.

4.3.3 PRICING

The Contractor anticipates providing the following levels of service and equipment ("**Service Levels**") to meet the requirements of the Agreement based upon the information regarding current transport needs provided by the MCSO subject to the requirements and limitations of Section 4.5: Compensation. The Contractor is not required to provide a specific number of Personnel or hours and may manage its operations at its discretion provided that all requested transports are completed in a timely manner. The indicated levels below are provided as a general guideline.

4.3.3.1 Approximately 55,120 hours of Transportation Officer (26.5 FTEs).

4.3.3.2 Approximately 6,240 hours of Supervisory time (3 FTEs).

4.3.3.3 Approximately 2,080 hours of Project Manager time (1 FTE).

4.3.3.4 Approximately 4,160 hours of Administrative Personnel time (2 FTEs).

4.3.3.5 Three (3) 40-passenger buses with appropriate modifications at 70,000 miles per year.

4.3.3.6 Nine (9) 15-passenger vans with appropriate modifications at 40,500 miles per year.

4.3.3.7 One (1) 10,000 square foot garage for storage and maintenance of vehicles.

4.3.3.1 OVERTIME RATES

The Contractor may bill Milwaukee County for overtime if a service request causes any Transportation Officer and/or Supervisor to exceed their straight time hours as defined by current and applicable law at the time the work is performed. As of the date of execution of this Amendment, Contractor personnel are considered to work overtime when an individual's total hours worked in a week (beginning Sunday at 12:01 AM and ending on the following Saturday at 11:59 PM) exceed forty (40).

The Contractor shall provide notification of potential overtime to the MCSO as soon as practically possible and shall obtain approval for the use of overtime from the Jail Director, Jail Deputy Director, and/or their designee(s) prior to permitting staff to work overtime. If overtime is unavoidable due to Force Majeure event, emergency, or inability of the receiving location(s) to accept any transported Resident/Occupant, the Contractor shall provide notification of the overtime to the MCSO as soon as practically possible and shall provide an explanation of the emergency or other event which caused the overtime to the Jail Director within twenty-four (24) hours of the event. Milwaukee County shall not be liable for the reimbursement of Contractor personnel overtime if the Contractor fails to request and receive



approval in a timely manner for overtime not otherwise caused by an emergency, Force Majeure event, or other reason outside the Contractor's control.

The Contractor shall make all commercially reasonable efforts to avoid overtime, including using part-time personnel where possible. The Contractor shall pay its non-exempt Contractor personnel at a rate of 1.5 times their base pay rate (time and a half) and shall bill Milwaukee County at a rate of 1.4 times the base pay rate.

4.3.4 EXCLUSIONS

The Contractor shall not provide any of the following Services:

- 4.3.4.1** Emergency (911) medical transports or escorts.
- 4.3.4.2** "Hospital Watches" of Detainees under the care of the County. In the event that a Detainee in the Contractor's custody becomes ill and requires emergency medical treatment during transport, the Contractor shall immediately communicate to the County advising the nature of the scenario and requesting assistance and shall ensure the Detainee is transported to the nearest hospital. The Detainee shall remain in the custody of the Contractor until they are medically released, or until the Detainee is released to the custody of the County and/or another Authorized Entity.
- 4.3.4.3** Transportation services outside the State of Wisconsin.
- 4.3.4.4** Any other services not agreed upon in writing by the Parties and/or set forth in an amendment to this Agreement.

4.4 TERM & TERMINATION

4.4.1 SECTION 2: TERM

Section 2: Term is stricken in its entirety and replaced with the following:

This Agreement shall commence on the Effective Date and shall continue for a one (1) year and four (4) month term (the "Initial Term") and two (2) one (1) year subsequent terms. The Agreement may be extended for two (2) additional one (1) year periods upon mutual agreement of the Parties. Beginning on September 27, 2023, the Agreement will change to a month-to-month extension term and shall run until December 31, 2024. On January 1, 2025, this Agreement shall extend for an additional twelve (12) months until December 31, 2025, or until terminated in accordance with Section 10: Termination.

4.4.2 SECTION 10: TERMINATION

Sections, 10, 12, 13, 14, and 15 stricken in their entirety and replaced with the following:

The Parties may terminate this Agreement as detailed in this Section.

4.3.5 Termination for Breach.

Either Party may terminate this Agreement for breach if the other Party fails to meet its obligations under this Agreement in a timely manner. To terminate for breach, the non-breaching Party must provide the breaching Party written notice of intent to terminate, specifying the alleged breach and date of termination, a minimum of thirty (30) days prior to the stated termination date.

4.3.5.1 Right to Cure.

The breaching Party retains the right to cure any identified violations within thirty (30) days of the notice of intent to terminate. The Agreement will not terminate if the breaching Party successfully cures any violations within the 30-day window. The right to cure is limited to those violations



which can reasonably be cured within the stated 30-day window. Each Party retains the right to terminate the Agreement immediately if the breaching Party cannot cure within the prescribed cure period, or if the breach is impossible to cure.

4.3.5.2 On Transition to New Contract.

This Amendment 7 and the Agreement shall automatically terminate as of the first day of service provided by the Awardee of RFP-2024-011: Intrastate Correctional Secure Transportation Management. "First day of service" means the first day on which the Awardee is able to fully provide all services without assistance from the County or incumbent.

4.3.5.3 For Convenience.

The County may terminate the Agreement at any time and for any reason by giving Contractor thirty (30) days written notice of termination. The Contractor may terminate the Agreement for convenience, without cause and without penalty, with a notice period of at least one hundred and twenty (120) days prior to the proposed date of termination. Written notice must be received by the notified Party, and the notice period must be observed, prior to the effective date of the termination.

4.3.5.4 By County for Insufficient Funds.

The County may terminate this Agreement immediately and without any liability to the Contractor if the Milwaukee County Board of Supervisors fails to appropriate the funds required for the completion of this Agreement. In the event that there is any elimination or delay of, or reduction in, funding available for this Agreement, the County may seek supplemental funding and may renegotiate with the Contractor the rates and services that will continue under the contract. The Contractor shall not penalize the County for any payment not made in a timely manner due to any delay in appropriation or funding.

4.3.5.5 Rights & Obligations.

The Parties shall retain any and all fully vested rights that exist on the effective date of termination. The County's liability to the Contractor on termination is limited to either payment for goods and services delivered on or before the termination date, or specific performance by the County of any obligations under this Agreement until the termination date. Any payment due from the County upon termination is limited to the unpaid amount due for services rendered prior to the termination date.

4.3.5.6 Cooperation Upon Termination.

If the Agreement is terminated for any reason, the Contractor shall cooperate with the County to ensure that the County may maintain continuity of service delivery. Such cooperation shall include, but is not limited to, providing transition support and services between the Contractor and any new service provider selected, if any.

4.5 COMPENSATION

Section 3: Compensation is stricken and replaced with the following:

Milwaukee County shall compensate the Contractor on an hours-worked basis at the hourly bill rates identified in **Figure 3: Billing Rates** plus a fixed monthly equipment management fee of **\$75,306.00**. The total annual compensation to the Contractor shall not exceed **\$2,756,959.00** per year unless agreed to by the County in writing.

**JOINT CORRECTIONS**

Office of the Sheriff, Community Reintegration Center, Youth Detention Center

Secure Transport Service Agreement

Allied Universal

INFOR Contract # 3526

Bonfire Contract # 121713

Amendment # 7

Figure 3: Billing Rates

Position Title	Hours Per Month ³	Bill Rate	Monthly Estimate	Annual Estimate
Administrative	350	\$ 37.48	\$ 13,118.00	\$ 157,416.00
Transport Officer	3,640	\$ 39.71	\$ 144,544.40	\$ 1,734,532.80
Corporal	173	\$ 40.98	\$ 7,089.54	\$ 85,074.48
Supervisor	350	\$ 42.28	\$ 14,798.00	\$ 177,576.00
Account Manager	173	\$ 56.63	\$ 9,796.99	\$ 117,563.88
TOTALS:	4,686	-	\$ 189,346.93	\$ 2,272,163.16

4.6 CONTRACTOR CODE OF CONDUCT

The Contractor comply with the County's Contractor Code of Conduct and any other applicable Milwaukee County policies and procedures as published in the Milwaukee County Administrative Manual of Operating Procedures ("AMOP"). These procedures are publicly available on the County's website at: <https://county.milwaukee.gov/EN/Strategy-Budget-and-Performance/AMOP>.

By signing this contract, the Contractor certifies that it has read, understands, will comply with, and will ensure its employees working under this Agreement read, understand, and comply with all its provisions throughout the term of this Agreement.

5 ALL OTHER TERMS UNCHANGED

Except as set forth above, the Agreement remains unchanged and in full force and effect. This Amendment is made a part of and incorporates the terms and conditions of the Agreement. If there is a conflict between the terms of the Agreement and this Amendment, this Amendment will control.

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³ This figure is used for reference only. The Contractor is not required to maintain a specific number of hours or number of staff, provided that the staff and hours maintained are sufficient to perform the services efficiently.



DEPARTMENT OF ADMINISTRATIVE SERVICES
Procurement Division

Joint Corrections Signature Block for Contracts
Issued 3-11-2025

The following Parties hereby execute this Agreement:

FOR MILWAUKEE COUNTY:

BY: Brian Barkow DATE: 3/12/2025
Chief Deputy / Sheriff
Milwaukee County Sheriff's Office

BY: Chantell Jewell DATE: 3/18/2025
Superintendent
Community Reintegration Center

BY: Kelly Petuke DATE: 3/12/2025
Administrator / Superintendent
Youth Detention Center, CY&FS
Department of Health & Human Services

APPROVED AS TO INSURANCE REQUIREMENTS:

BY: Anthony Gatton DATE: 5/5/2025
Risk Manager
Office of Risk Management
Department of Administrative Services

APPROVED AS TO FUNDS AVAILABLE
PER WISCONSIN STATUTES §59.255(2)(e):

BY: [Signature] DATE: 4/16/2025
Milwaukee County Comptroller
Office of the Comptroller

APPROVED BY THE COUNTY EXECUTIVE
PER WISCONSIN STATUTES §59.17(2)(b)(3) and (4):

BY: [Signature] DATE: 5/5/2025
David Crowley
County Executive
Office of the County Executive

FOR CONTRACTOR:

BY: Brian Rosbury DATE: 5/13/2025
NAME: Brian Rosbury

TITLE: RVP

TAXPAYER ID #: 33-0973846

APPROVED WITH REGARDS TO MCCO CHAPTER 42:

BY: Lamont Robinson DATE: 3/20/2025
Director
Office of Economic Inclusion
Department of Administrative Services

**APPROVED WITH REGARDS TO FORM AND
INDEPENDENT CONTRACTOR STATUS:**

BY: [Signature] DATE: 4/1/2025
Corporation Counsel Representative
Office of Corporation Counsel

**REVIEWED AND APPROVED BY CORPORATION
COUNSEL**
PER WISCONSIN STATUTES §59.42(2)(b)(5):

BY: William Davidson DATE: 5/5/2025
Corporation Counsel Representative
Office of Corporation



JOINT CORRECTIONS
Office of the Sheriff, Community Reintegration Center, Youth Detention Center

Secure Transport Service Agreement
Allied Universal

INFOR Contract # 3526

Bonfire Contract # 121713

Amendment # 7

EXHIBIT A:

Most Recently Executed Amendment (Amendment 7)

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JOINT CORRECTIONS
Office of the Sheriff, Community Reintegration Center, Youth Detention Center

Secure Transport Service Agreement
Allied Universal

INFOR Contract # 3526

Bonfire Contract # 121713

Amendment # 7

EXHIBIT B:

All Other Amendments

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**AMENDMENT # 5 to the
 SECURE TRANSPORT SERVICE AGREEMENT
 Allied Universal**

This **AMENDMENT #5 to the Secure Transport Service Contract** (the “**Agreement**”), dated 9/27/2023, is between **Milwaukee County**, a Wisconsin municipal body corporate, represented by its **Office of the Sheriff** (the “**County**”) and **Allied Universal** (the “**Contractor**”), combined to be considered the Parties to this Agreement (“**Parties**”).

RECITALS

1. On March 29, 2023 the Contractor requested an equitable increase to the Agreement based on ongoing cost increases, historic inflationary increases, and market parity for its transportation staff.
2. The County reviewed the Contractor’s proposed wage increase and supporting documentation and agrees that the requested increases are reasonable and represent a fair and equitable increase in wages to Contractor staff providing direct services to the County and Residents of its correctional facilities.

ACCORDINGLY, intending to be legally bound, the Parties agree as follows:

Section 1: Scope of Services, subsection c.: Pricing is amended as follows:

The Contractor shall submit, and the County shall pay, invoices on a monthly basis for actual hours worked based on the following bill rates:

Position Title	2022 Hourly Rate	2023 Hourly Rate	Hours per Week
Administrative	\$29.15	\$30.48	80
Transport Officer	\$31.28	\$32.71	840
Corporal	\$32.57	\$33.98	40
Supervisor	\$33.86	\$35.28	80
Account Manager	\$54.63	\$54.63	40

Except as otherwise indicated in this Amendment, any defined terms will have the same meanings as provided in the Agreement.

Except as set forth above, the Agreement remains unchanged and in full force and effect. This Amendment is made a part of and incorporates the terms and conditions of the Agreement. If there is a conflict between the terms of the Agreement and this Amendment, this Amendment will control.

The following Parties hereby execute this Agreement:

FOR MILWAUKEE COUNTY:

BY: Daniel Hughes DATE: 8/23/2023

NAME: Daniel Hughes

TITLE: Sheriff's Office - Chief Deputy

DEPARTMENT: Milwaukee County Sheriffs Office

FOR Allied Universal Security Services

BY: Michael Polenzani DATE: 9/27/2023

NAME: Michael Polenzani

TITLE: General Manager

TAXPAYER ID No.: 33-0973846

**REVIEWED AS TO INSURANCE
REQUIREMENTS:**

BY: Adam J. Nelson DATE: 8/25/2023

Risk Manager
Office of Risk Management

**APPROVED WITH REGARDS TO COUNTY
ORDINANCE CHAPTER 42:**

BY: Lamont Robinson DATE: 8/24/2023

Director
Community Business Development Partners

**APPROVED AS TO FUNDS AVAILABLE
PER WISCONSIN STATUTES §59.255(2)(e):**

BY: [Signature] DATE: 9/26/2023

Milwaukee County Comptroller
Office of the Comptroller

**APPROVED REGARDING FORM AND
INDEPENDENT CONTRACTOR STATUS:**

BY: [Signature] DATE: 8/24/2023

Corporation Counsel
Office of Corporation Counsel

**REVIEWED AND APPROVED BY THE COUNTY
EXECUTIVE:**

BY: [Signature] DATE: 9/26/2023

David Crowley, County Executive
Office of the County Executive

**APPROVED AS COMPLIANT UNDER
§59.42(2)(b)5, STATS.:**

BY: [Signature] DATE: 9/27/2023

Corporation Counsel
Office of Corporation Counsel



SERVICE AGREEMENT
Allied Universal

SECURE TRANSPORT SERVICE AGREEMENT
Allied Universal

This **AMENDMENT 4** to the September 1, 2016 Inmate Transportation Services Contract (the "**Contract**") is dated as of the final signature on this document (the "**Effective Date**") and is between **Milwaukee County**, a Wisconsin municipal body corporate, represented by its **Office of the Sheriff** and **Department of Health and Human Services, Division of Children, Youth and Family Services** (the "**County**") and **Allied Universal** (the "**Contractor**") combined to be considered the Parties to this Agreement ("**Parties**").

RECITALS

1. Milwaukee County's Department of Health and Human Services, Division of Youth and Family Services (DHHS-CYFS) is responsible for County youth involved in the justice system and oversees the Vel R. Phillips Youth and Family Justice Center (the "**JJC**").
2. The State of Wisconsin's Department of Corrections, through the Lincoln Hills & Copper Lake Schools in Irma, WI, is responsible for the secure custody of juveniles sentenced to a period of incarceration and serves as the overflow facility for the JJC if and when that facility reaches capacity.
3. Prior to quarter 3 of 2022, the State of Wisconsin provided transportation of juveniles from the JJC to Lincoln Hills & Copper Lake as well as from Irma, WI to the JJC when the juvenile's custodial stay ended for release from the JJC into the community.
4. In quarter 3 of 2022, the State of Wisconsin stopped providing return transport from Irma to Milwaukee, creating a sudden and urgent need for transportation of youth from Lincoln Hills & Copper Lake to the JJC.
5. The Parties wish to amend the existing Secure Transportation Agreement to allow DHHS – CYFS to utilize the contract for the transportation of youth from Lincoln Hills & Copper Lake to the JJC in Milwaukee, WI.

ACCORDINGLY, intending to be legally bound, the Parties agree as follows:

1. Definitions.

All capitalized terms used in this Amendment follow the definitions as written in the Agreement, unless otherwise expressly defined in this Amendment. The terms in this Section 1 have the definitions assigned to them.

- 1.1. County Facilities** means the Milwaukee County Jail located at 949 N. 9th Street, Milwaukee, WI 53233, the Milwaukee County House of Correction located at 8885 S. 68th Street, Franklin, WI 53132, and the Vel R. Phillips Youth & Family Justice Center located at 10201 W. Watertown Plank Road, Wauwatosa, WI 53226.



SERVICE AGREEMENT

Allied Universal

1.2. State Facilities means the WI Department of Corrections operated Lincoln Hills and Copper Lake Schools located at W4380 Copper Lake Ave, Irma, WI 54442.

1.3. Juvenile Transport means the transport of a juvenile and the juvenile's personal effects and belongings from the State Facilities to the JJC, and follows all the requirements outlined in this Amendment 4 regarding the transport of minors in custody.

2. Scope of Services.

The Scope of Services as defined in the Contract and Exhibit A, and further defined by any and all Amendments to the Contract is amended to add the following:

2.1. Coordination of Transport.

The Contractor shall provide scheduling services with the State Facilities on behalf of DHHS-CYFS. At a minimum, Contractor shall call the receiving facility to confirm the receiving facility will have authorized staff available to receive the transported juvenile prior to transport, and shall assure the receipt of proper transport documentation prior to the transport of any youth to the State Facilities or the JJC. Contractor shall report any difficulties with obtaining confirmation or transport documentation from State Facilities to CYFS a minimum of twenty-four (24) hours prior to the scheduled transport.

2.2. Authorization for Release of Juveniles.

Milwaukee County shall ensure that a CYFS staff member authorized to receive transported juveniles into County custody is available to receive and sign-off on the custody transfer of any juvenile from Contractor's custody upon arrival at the JJC. Milwaukee County shall communicate with the State DOC and authorized individuals at the State Facilities to ensure that a State staff member authorized to receive transported juveniles into State custody is available to receive and sign-off on the custody transfer of any juvenile transported from the JJC to the State Facilities by the Contractor.

2.3. County and State Failure to Take Custody.

If no authorized State staff member is available to accept the transported juvenile into custody at the State Facilities, the Contractor shall return the juvenile to Milwaukee County and may assess a non-receipt penalty of \$1,000 per juvenile, per occurrence. The Contractor shall have the right to cancel the juvenile transport service immediately upon written notice to the County of such cancellation should the State Facilities fail to take custody of a juvenile more than two (2) times in any calendar year.

Except as set forth above, the Agreement remains unchanged and in full force and effect. This Amendment is made a part of and incorporates the terms and conditions of the Agreement and any prior Amendments. If there is a conflict between the terms of the Agreement and this Amendment, this Amendment shall control.



SERVICE AGREEMENT

Allied Universal

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WHEREOF, the parties hereto have executed this agreement on the day, month, and year above written:

FOR MILWAUKEE COUNTY:

BY: Denita Ball DATE: 11/1/2022
Denita Ball, Sheriff
Milwaukee County Office of the Sheriff

SERVICE APPROVAL:

BY: Kelly Pethke DATE: 11/2/2022
Kelly Pethke, Interim Administrator
Milwaukee County
Children, Youth & Family Services
Department of Health and Human Services

REVIEWED AS TO INSURANCE REQUIREMENTS:

BY: Adam J. Nelson DATE: 11/3/2022
Risk Manager
Office of Risk Management

**APPROVED AS TO FUNDS AVAILABLE PER
WISCONSIN STATUTES §59.255(2)(e):**

BY: [Signature] DATE: 11/18/2022
Office of the Comptroller

**REVIEWED AND APPROVED BY THE COUNTY
EXECUTIVE:**

BY: [Signature] DATE: 11/18/2022
David Crowley, County Executive
Office of the County Executive

FOR Allied Universal _____:

BY: Brian Rosbury DATE: 11/18/2022

NAME: Brian Rosbury

TITLE: RVP

**REVIEWED REGARDING THE DISADVANTAGED
BUSINESS ENTERPRISE REQUIREMENTS;
approved with regards to County Ordinance
Chapter 42:**

BY: Lamont Robinson DATE: 11/3/2022
**Community Business
Development Partners**

**APPROVED REGARDING FORM AND
INDEPENDENT CONTRACTOR STATUS:**

BY: Scott F. Braun DATE: 11/3/2022
Corporation Counsel

**APPROVED AS COMPLIANT UNDER
§59.42(2)(b)s, STATS.:**

BY: David Farwell DATE: 11/18/2022
Corporation Counsel



SERVICE AGREEMENT

Allied Universal

SERVICE AGREEMENT Allied Universal

This **AMENDMENT 3** to the September 1, 2016 Inmate Transportation Services Contract (the “**Contract**”) is dated as of the final signature on this document (the “**Effective Date**”) and is between **Milwaukee County**, a Wisconsin municipal body corporate, represented by its **Office of the Sheriff** (the “**County**”) and **Allied Universal** (the “**Contractor**”) combined to be considered the Parties to this Agreement (“**Parties**”).

RECITALS

1. On November 2, 2020, the County issued RFP #98200018: Secure Transport Program (the “RFP”), seeking a skilled and experienced provider of Secure Transport Services for residents of the House of Correction and Milwaukee County Jail (Exhibit A).
2. Following selection of a Proposal, the winning Respondent indicated a request for price increase which invalidated the award of RFP #98200018. The County intends to re-issue the RFP.
3. On or around April 6, 2021 Allied Universal acquired G4S and all obligations held by G4S prior to acquisition, including the Agreement.
4. Due to the need to re-issue the RFP, the Parties wish to extend the contractual relationship on a month-to-month basis until the award and implementation of a new contract under the RFP.

ACCORDINGLY, intending to be legally bound, the Parties agree as follows:

1. Change of Name.

All references to “G4S,” “G4S Secure Solutions (USA) Inc.,” “The Wackenhut Corporation,” “Wackenhut”, and/or “G4S Wackenhut” in the 2016 Inmate Transportation Services Contract and any amendments to that Contract and any other transactional documents shall be replaced with “Allied Universal” upon execution of this Amendment.

2. Scope of Services.

Section 1 of the Contract is modified as follows to include modifications to pricing based on an increase to Contractor’s bill rates to accommodate market fluctuations as a result of the COVID-19 pandemic. Bill rates are modified as follows:

Position	HPW	Wage Rate	Bill Rate	Monthly Estimate	Annual Estimate
Administrative	80	\$22.00	\$29.15	\$10,105.33	\$121,264.00
Transport Officer	840	\$22.00	\$31.28	\$113,859.20	\$1,366,310.40
Corporal	40	\$23.00	\$32.57	\$5,645.47	\$67,745.60
Supervisor	80	\$24.00	\$33.86	\$11,738.13	\$140,857.60
Account Manager	40	\$41.61	\$54.63	\$9,469.20	\$113,630.40



SERVICE AGREEMENT

Allied Universal

1080

\$150,817.33

\$1,809,808.00

3. Term.

The Parties agree through this Amendment 3 to renew the Agreement on a month-to-month basis beginning on January 1, 2022 and continuing at the County's sole option until the award of a new contract and the completion of any transition period under any RFP. This modification is made to the length of term only and is not considered a modification of any other terms and conditions as written in Section 2 of the Agreement.

4. Compensation.

Allied shall submit, and the County shall pay, invoices on a weekly basis for actual hours worked based on the following bill rates as identified in this Amendment Section 2: Scope of Services, as well as \$75,306.10 per month for equipment. The total compensation to be paid to Allied for services under this Agreement shall be capped at **\$2,713,481.20** for the 2022 year, unless agreed to by the County in writing.

Except as set forth above, the Agreement remains unchanged and in full force and effect. This Amendment is made a part of and incorporates the terms and conditions of the Agreement and any prior Amendments. If there is a conflict between the terms of the Agreement and this Amendment, this Amendment shall control.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

WHEREOF, the parties hereto have executed this agreement on the day, month, and year above written:

FOR MILWAUKEE COUNTY:

FOR Allied Universal

BY: Denita R. Ball, Chief Deputy Sheriff ^{3/25/2022} DATE:

BY: BJR DATE: 4/13/2022

NAME: Denita R. Ball, Chief Deputy Sheriff

NAME: Brian J. Rosbury, Regional Vice President

TITLE: CHIEF DEPUTY

TITLE: RVP

DEPARTMENT: MCSO

TAXPAYER ID No.: 33-0973846

REVIEWED AS TO INSURANCE REQUIREMENTS:

APPROVED WITH REGARDS TO COUNTY ORDINANCE CHAPTER 42:

BY: Adam J. Nelson DATE: 3/28/2022
Risk Manager
Office of Risk Management

BY: Lamont Robinson DATE: 3/28/2022
Director
Community Business Development Partners

APPROVED AS TO FUNDS AVAILABLE PER WISCONSIN STATUTES §59.255(2)(e):

APPROVED REGARDING FORM AND INDEPENDENT CONTRACTOR STATUS:

BY: [Signature] DATE: 3/30/2022
Milwaukee County Comptroller
Office of the Comptroller

BY: David Farwell DATE: 4/6/2022
Corporation Counsel
Office of Corporation Counsel

REVIEWED AND APPROVED BY THE COUNTY EXECUTIVE:

APPROVED AS COMPLIANT UNDER §59.42(2)(b)5, STATS.:

BY: David Crowley DATE: 4/6/2022
David Crowley, County Executive
Office of the County Executive

BY: David Farwell DATE: 4/13/2022
Corporation Counsel
Office of Corporation Counsel



AMENDMENT # 2
G4S Secure Solutions

AMENDMENT # 2 to the
INMATE TRANSPORTATION SERVICES CONTRACT
G4S Secure Solutions (USA), Inc.

This **AMENDMENT # 2** to the September 1, 2016 **Inmate Transportation Services Contract** (the “**Agreement**”), dated 2/10/2021 (the “**Effective Date**”), is between **Milwaukee County**, a Wisconsin municipal body corporate, represented by its **Office of the Sheriff** (the “**County**”) and **G4S Secure Solutions (USA) Inc., f/k/a The Wackenhut Corporation, d/b/a Wackenhut, d/b/a G4S Wackenhut**, a Florida corporation with its principal place of business at 1395 University Blvd., Jupiter, FL 33458 (“**G4S**”), combined to be considered the Parties to this Agreement (“**Parties**”).

RECITALS

1. On September 1, 2016 the Parties entered into an Agreement for provision of inmate transportation services. The initial term of the Agreement was for three (3) years and four (4) months and ended on December 31, 2019.
2. The Agreement permitted two (2) additional one (1) year terms under the same terms and conditions of the Agreement, upon mutual agreement of the Parties. On October 31, 2019, the Parties executed Amendment 1 extending the Agreement to December 31, 2020.
3. On November 13, 2020 the County issued RFP #98200018: Secure Transport Services to solicit a provider of Secure Transportation Services and plans to award a contract for such services in 2021.
4. The County and G4S wish to continue providing services under the Agreement during the RFP process and transition period. Therefore, the Parties seek to enter into the second extension term on a month-to-month basis until transition occurs.

ACCORDINGLY, intending to be legally bound, the Parties agree as follows:

1. Term.

Notwithstanding anything to the contrary contained in Section 2 of the Contract, the Parties agree through this Amendment # 2 to renew the Agreement on a month-to-month basis beginning on January 1, 2021 and continuing at the County’s sole option until award of a new contract or until December 31, 2021, whichever comes first. This month-to-month agreement shall represent the final additional term permitted in the contract, modified to allow unilateral cancellation by the County upon award of a new contract under the 2021 RFP.

Except as otherwise indicated in this Amendment, any defined terms will have the same meanings as provided in the Agreement.



AMENDMENT # 2
G4S Secure Solutions

Except as set forth above, the Agreement remains unchanged and in full force and effect. This Amendment is made a part of and incorporates the terms and conditions of the Agreement. If there is a conflict between the terms of the Agreement and this Amendment, this Amendment will control.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

WHEREOF, the parties hereto have executed this agreement on the day, month, and year above written:

FOR MILWAUKEE COUNTY:

FOR G4S Secure Solutions USA Inc

BY: Denita R. Ball, Chief Deputy Sheriff DATE: 2/28/2021

BY: Chad Tancil DATE: 2/10/2021

NAME: Denita R. Ball, Chief Deputy Sheriff

NAME: Chad Tancil

TITLE: CHIEF DEPUTY

TITLE: Vice President Great Lakes Market

DEPARTMENT: MCSO

TAXPAYER ID No.: 59-0857245

REVIEWED AS TO INSURANCE REQUIREMENTS:

APPROVED WITH REGARDS TO COUNTY ORDINANCE CHAPTER 42:

BY: Megan Rogers DATE: 2/8/2021

BY: Lamont Robinson DATE: 2/3/2021

Risk Manager
Office of Risk Management

Director
Community Business Development Partners

APPROVED AS TO FUNDS AVAILABLE PER WISCONSIN STATUTES §59.255(2)(e):

APPROVED REGARDING FORM AND INDEPENDENT CONTRACTOR STATUS:

BY: [Signature] DATE: 2/3/2021

BY: David Farwell DATE: 2/4/2021

Milwaukee County Comptroller
Office of the Comptroller

Corporation Counsel
Office of Corporation Counsel

REVIEWED AND APPROVED BY THE COUNTY EXECUTIVE:

APPROVED AS COMPLIANT UNDER §59.42(2)(b)5, STATS.:

BY: [Signature] DATE: 2/8/2021

BY: David Farwell DATE: 2/9/2021

David Crowley, County Executive
Office of the County Executive

Corporation Counsel
Office of Corporation Counsel

REVIEWED AND APPROVED FOR COMPLIANCE WITH COVID-19 PUBLIC HEALTH EMERGENCY FISCAL ACTIONS ADMINISTRATIVE ORDER 20-9

BY: JOSEPH LAMERS DATE: 2/2/2021

Director of Performance, Strategy & Budget
Department of Administrative Services

**AMENDMENT 1 to
INMATE TRANSPORTATION SERVICES CONTRACT
G4S Secure Solutions (USA), Inc.**

This **AMENDMENT 1** to the September 1, 2016 Inmate Transportation Services Contract (the “Contract”) is dated 10/31/2019 (the “Effective Date”) and is between **Milwaukee County**, a Wisconsin municipal body corporate, represented by its **Office of the Sheriff** (the “County”), and **G4S Secure Solutions (USA) Inc., f/k/a The Wackenhut Corporation, d/b/a Wackenhut, d/b/a G4S Wackenhut**, a Florida corporation with its principal place of business at 1395 University Blvd., Jupiter, FL 33458 (“G4S”), combined to be considered the Parties to this Agreement (“Parties”).

RECITALS

1. On September 1, 2016 the Parties entered into the Contract for provision of inmate transportation services. The initial term of the Contract was for three (3) years and four (4) months, and ended on December 31, 2019.
2. The Contract permits two (2) additional one (1) year terms under the same terms and conditions of the Contract, upon mutual agreement of the Parties.
3. The Parties acknowledge that modifications to the scope of services and compensation under the Contract are necessary to permit the County to obtain, and G4S to provide, inmate transportation services required by the County’s current operations.
4. This Amendment 1 represents the mutual agreement of the Parties to modifications of the Contract that more accurately capture the current relationship, and represents the Parties’ desire to enter into one (1) of the additional terms, ending December 31, 2020.

ACCORDINGLY, intending to be legally bound, the Parties agree as follows:

1. **Definitions.** All capitalized terms used in this Amendment follow the definitions as written in the Agreement, unless otherwise expressly defined in this Amendment. The terms in this Section 1 have the definitions assigned to them.
 - a. **County Facilities** means the Milwaukee County Jail located at 949 N. 9th Street, Milwaukee, WI 53233 and the Milwaukee County House of Correction located at 8885 S. 68th Street, Franklin, WI 53132.
 - b. **Medical Transports** means the transport of any inmate from a County Facility to a hospital, medical office, or other location for the primary purpose of obtaining health care services for the inmate transported. Medical transports may include, but are not limited to, doctor’s appointments, therapy appointments, surgeries, dialysis or chemotherapy, or other medical appointments.
2. **Term.** Notwithstanding anything to the contrary contained in Section 2 of the Contract, the Contract Term is hereby extended to **December 31, 2020**.

3. **Scope of Services.** Section 1 of the Contract, “Scope of Services,” is modified as follows to include G4S’s June 28, 2019 Cost Proposal (“Cost Proposal”) in the Scope of Services and order of precedence. The Cost Proposal is incorporated into the Contract by reference and attached to this Amendment as Exhibit A. Additionally, the Parties agree that the following sections of the Contract’s Exhibit A: are modified:

- a. **Service Levels.** Service Levels for Medical Transports are increased from **5 appointments per week to 6 appointments per day**. G4S shall provide a minimum of six (6) medical appointments per day. Should additional Medical Transports be requested, G4S will make every effort to service such transport requests, staffing level and time permitting.

The following limitations apply to Medical Transports:

- i. G4S shall provide transport for no more than two (2) appointments at a time. Milwaukee County shall allow for a reasonable amount of time between appointments to account for travel to and from each appointment and for the processing of inmates transported.
- ii. Any single appointment with a duration that exceeds three (3) hours shall be counted against the daily Service Level requirement as two (2) appointments.
- iii. Any single appointment with a duration that exceeds eight (8) hours shall be counted against the daily Service Level requirement as four (4) appointments.
- iv. If an inmate is admitted to the hospital during the course of any Medical Transport appointment, G4S will make every effort to cover the appointment and shall notify Milwaukee County of such admission within fifteen (15) minutes of the admission. G4S will cover the appointment until the Sheriff arrives within a reasonable time. Unexpected hospital admissions not relieved by County staff may impact G4S’s ability to meet Service Levels for a particular day, and no penalty shall be applied for such unexpected admissions.

- b. **Failure to Perform.** Section 22 of the Contract is modified to include the following: Failure by G4S to meet the Service Levels required for Medical Transports in Section 3(a), above may result in additional penalties. Milwaukee County may, at its discretion, impose a penalty for each day G4S fails to meet the minimum Service Level (6 medical transports per day) as calculated based on the limitations laid out in Section 3(a), above. Right to cure as stated in Section 22 does not apply to Service Levels for Medical Transports. The penalty for failure to meet the Service Levels for Medical Transports will be up to fifty percent (50%) of the actual cost to Milwaukee County to complete the appointment, including employee pay and overtime costs. Failure to meet the Service Levels for more than fourteen (14) days concurrently may carry an additional \$1,000.00 fine per day over the 14 days, at the County’s discretion. Consistent failure to meet Service Levels beyond fourteen (14) concurrent days may be considered breach of the Contract.

- c. **Pricing.** G4S shall submit, and the County shall pay, invoices on a monthly basis for actual hours worked based on the following bill rates as identified in its Cost Proposal:

Transportation Officer:	\$28.43	(25.0 FTEs)
Supervisor:	\$31.05	(3.0 FTEs)
Project Manager:	\$52.01	(1.0 FTEs)
Administrative Personnel:	\$26.50	(2.0 FTEs)

Based upon the above Service Levels and information provided by Milwaukee County, G4S estimates the monthly invoice charge for the 2020 year will be \$157,544.40 (labor) + \$75,306.10 (equipment) for a total of \$232,850.51.

4. **Compensation.** Section 3 of the Contract, "Compensation", is stricken and replaced with the following language:

Milwaukee County shall compensate G4S for actual hours worked based upon the bill rates identified in G4S's Cost Proposal and Section 3(c), above. The total compensation to be paid to G4S for services performed under this Amendment shall be capped at **\$2,794,206.00** for the 2020 year, unless agreed to by the County in writing.

5. **County Rights of Access and Audit.** Section 25 of the Contract, "Records and Audits," is stricken and replaced with the following language:

The Contractor, Lessee, or other party to the contract, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor, Lessee, or other party to the contract, related to the terms and performance of the Contract for a period of up to three years following the date of last payment, the end date of this contract, or activity under this contract, whichever is later. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Chapter 34 of the Milwaukee County Code of General Ordinances. Any and all County contracts and solicitations for contracts shall include a statement that the Contractor, lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Chapter 34 of the Milwaukee County Code of General Ordinances.

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WHEREOF, the parties hereto have executed this agreement on the day, month, and year above written:

FOR MILWAUKEE COUNTY:

DocuSigned by:
BY: Denita R. Ball, Chief Deputy Sheriff DATE: 10/08/2019
6BE5BC4D5E0143C...
NAME: Denita Ball
TITLE: Chief Deputy
DEPARTMENT: MCSO

FOR G4S Secure Solutions USA

DocuSigned by:
BY: Chad Tancil DATE: 10/31/2019
C26E28FFE343429...
NAME: Chad Tancil
TITLE: Vice President
TAXPAYER ID No.: 590857245

REVIEWED AS TO INSURANCE REQUIREMENTS:

DocuSigned by:
BY: Chris Luttrell DATE: 10/27/2019
4A5D0B1D46DE464...
Risk Manager
Office of Risk Management

APPROVED WITH REGARDS TO COUNTY ORDINANCE CHAPTER 42:

DocuSigned by:
BY: Lamont Robinson DATE: 10/28/2019
FECB78150D4D42D...
Director
Community Business Development Partners

APPROVED AS TO FUNDS AVAILABLE PER WISCONSIN STATUTES §59.255(2)(e):

DocuSigned by:
BY: [Signature] DATE: 10/29/2019
F2FF9C00D50848B...
Milwaukee County Comptroller
Office of the Comptroller

APPROVED REGARDING FORM AND INDEPENDENT CONTRACTOR STATUS:

DocuSigned by:
BY: David Farwell DATE: 10/28/2019
CC8025EBBC89465...
Corporation Counsel
Office of Corporation Counsel

REVIEWED AND APPROVED BY THE COUNTY EXECUTIVE:

DocuSigned by:
BY: [Signature] DATE: 10/29/2019
831C9742336E428...
County Executive
Office of the County Executive

APPROVED AS COMPLIANT UNDER §59.42(2) (b)5, STATS.:

DocuSigned by:
BY: Scott F. Brown DATE: 10/31/2019
DA196544D3F74FE...
Corporation Counsel
Office of Corporation Counsel



June 28, 2019
Milwaukee County Sheriff's Office
Inmate Transportation Services
RFP # 7024 - Cost Proposal

Current Contract Year

Category	Total Hours	FTE	Pay Rate	Bill Rate	Total Labor	Monthly Equipment	Total Equipment	Total Contract	Estimated Monthly
Project Manager	2,080.0	1.0	\$ 38.46	\$ 50.53	\$ 105,102.40			\$ 105,102.40	\$ 8,758.53
CPO Supervisors	6,240.0	3.0	\$ 19.00	\$ 27.02	\$ 168,604.80			\$ 168,604.80	\$ 14,050.40
CPO Bus Officers	55,120.0	26.5	\$ 17.00	\$ 24.40	\$ 1,344,928.00			\$ 1,344,928.00	\$ 112,077.33
Admin Support	4,160.0	2.0	\$ 15.00	\$ 20.09	\$ 83,574.40			\$ 83,574.40	\$ 6,964.53
Equipment						\$ 75,298.69	\$ 903,584.28	\$ 903,584.28	\$ 75,298.69
Total	67,600.0	32.5	\$ 17.72	\$ 25.18	\$ 1,702,209.60	\$ 75,298.69	\$ 903,584.28	\$ 2,605,793.88	\$ 217,149.48

Proposed Contract Adjustment - Year 1

Category	Total Hours	FTE	Pay Rate	Bill Rate	Total Labor	Monthly Equipment	Total Equipment	Total Contract	Estimated Monthly
Project Manager	2,080.0	1.0	\$ 39.61	\$ 52.01	\$ 108,180.80			\$ 108,180.80	\$ 9,015.07
CPO Supervisors	6,240.0	3.0	\$ 22.00	\$ 31.05	\$ 193,752.00			\$ 193,752.00	\$ 16,146.00
CPO Bus Officers	52,000.0	25.0	\$ 20.00	\$ 28.43	\$ 1,478,360.00			\$ 1,478,360.00	\$ 123,196.67
Admin Support	4,160.0	2.0	\$ 20.00	\$ 26.50	\$ 110,240.00			\$ 110,240.00	\$ 9,186.67
Equipment						\$ 75,306.10	\$ 903,673.20	\$ 903,673.20	\$ 75,306.10
Total	64,480.0	31.0	\$ 20.83	\$ 29.32	\$ 1,890,532.80	\$ 75,306.10	\$ 903,673.20	\$ 2,794,206.00	\$ 232,850.51
Difference	(3,120.0)	(1.5)	\$ 3.10	\$ 4.14	\$ 188,323.20	\$ 7.41	\$ 88.92	\$ 188,412.12	\$ 15,701.03
			17.52%	16.44%	11.06%	0.01%	0.01%	7.23%	7.23%



JOINT CORRECTIONS
Office of the Sheriff, Community Reintegration Center, Youth Detention Center

Secure Transport Service Agreement
Allied Universal

INFOR Contract # 3526

Bonfire Contract # 121713

Amendment # 7

EXHIBIT C:

The 2016 Service Agreement

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**Contract for Inmate Transportation Services
for the Milwaukee County Sheriff's Office**

THIS AGREEMENT, effective as of this 1st day of September 2016, by and between G4S Secure Solutions (USA) Inc., f/k/a The Wackenhut Corporation, d/b/a Wackenhut, d/b/a G4S Wackenhut, a Florida corporation, located at 633 W. Wisconsin Ave., Suite 953, Milwaukee, WI 53202 ("G4S USA" or Vendor) and Milwaukee County Sheriff's Office ("MCSO" or "County") located at 949 North 9th St., Milwaukee, WI 53233.

WHEREAS, MCSO desires to contract with G4S USA for the performance of inmate transportation and related services specified herein; and

WHEREAS, G4S USA is able and agrees to provide such transportation and related services in accordance with the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties intending to be legally bound do mutually agree as follows:

1. SCOPE OF SERVICES

MCSO hereby engages G4S USA to provide Inmate Transportation and related services (the "Services") as described in Exhibit "A" to this Agreement.

2. TERM

This Agreement shall commence on the Effective Date and shall continue for a one (1) year and four (4) month term (the "Initial Term") and two one (1) year subsequent terms. The Agreement may be extended for two (2) additional one (1) year periods upon mutual agreement of the parties.

3. COMPENSATION

MCSO shall compensate the Vendor for the Services to be rendered at the rates as set forth in Exhibit "A".

4. INDEPENDENT CONTRACTOR

The Vendor shall at all times act as an independent contractor and nothing contained herein shall be construed to create any other relationship between MCSO and the Vendor. Any employee of the Vendor assigned to perform the Services is solely the employee of the Vendor.

**Contract for Inmate Transportation Services
for the Milwaukee County Sheriff's Office**

5. FORCE MAJEURE

The Vendor shall not in any circumstances be liable for any failure or delay in carrying out the Services to the extent that performance by the Vendor is delayed or prevented by reason of any act of God, fire, flood, earthquake, natural disaster, war, acts of terrorism, civil commotion, acts of public enemies, acts of government, strikes or labor disputes or any other act or condition, whether similar or dissimilar to those referred to in this clause, which is beyond the reasonable control of the Vendor ("Force Majeure Event"). Vendor agrees to contact MCSO and communicate any and all acts or conditions that may limit or prevent Vendor from performing Services, and upon mutual consent and approval from MCSO, shall not be liable for any failure or delay in carrying out the Services.

6. APPLICABLE LAW

All applicable laws and regulations of the federal government, the State of Wisconsin, and ordinances, codes and regulations of Milwaukee County, Wisconsin, and any other lawful entity having proper jurisdiction, will apply to this Agreement and the work and services to be performed.

7. DRUG-FREE WORKPLACE

The Vendor will comply with its corporate policy regarding pre-employment drug testing and maintaining a drug-free work environment, including random or reasonable suspicion drug testing required by any applicable Department of Transportation regulation. All vendor employees and independent contractors as well as subcontractors must participate in a pre-employment drug-screening program provided through the Vendor. This drug screening will consist of a 10-panel urinalysis test. Positive results that are not sufficiently explained by legitimate prescription medications will result in the individual not being allowed within the facilities.

MCSO reserves the right to conduct random alcohol and drug screening on all vendor employees assigned to MCSO.

8. INDEMNITY BY THE VENDOR

The Vendor 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 reasonable attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful or negligent act or omission of the Vendor, or its agents which may arise out of or are connected with the activities covered by this Agreement.

In accordance with applicable laws, the County shall be responsible for defending and paying judgments on behalf of its officers, employees and agents for any claims that may arise out of County's negligence for acts, policies, or directives that affect the activities covered by this Agreement.

9. STAFF PROJECT PARTICIPATION

MCSO reserves the right to approve or reject in writing, for any lawful reason, any and all Vendor or subcontractor staff assigned to this contract. Additionally, MCSO may deny access or admission to MCSO facilities at any time for such staff. Such access will not unreasonably be withheld. MCSO will be responsible for the timely completion of all proposed Vendor staff criminal background checks, at MCSO expense, prior to any such staffs initiation of recurring services. Vendor applicants or staff who do not pass background checks will be denied access to the jail.

**Contract for Inmate Transportation Services
for the Milwaukee County Sheriff's Office**

Upon request, Vendor will provide certification that Vendor staff meets all contract qualifications. In addition, upon reasonable notice, Vendor will make personnel records of Vendor staff available for review by MCSO to ensure compliance with contract requirements.

10. TERMINATION BY VENDOR

The Vendor may, at its option, terminate the contract, once executed, upon the failure of MCSO to pay any amount that may become due hereunder for a period of forty-five (45) days following submission of appropriate billing and supporting documentation. Upon said termination, Vendor shall be paid the compensation due for all services rendered and costs incurred through the date of termination, in accordance with Schedule A.

For Cause- The Vendor may terminate the Agreement for cause with prior written notification of termination delivered to MCSO at least sixty (60) days before the effective date of termination. Upon said termination, Vendor shall be paid the compensation due for all services rendered and costs incurred in accordance with Schedule A.

Without Cause- The Vendor may terminate this Agreement for convenience, without cause and without penalty, with a notice period of not less than one hundred twenty (120) days. "Convenience" under this Section 10.3 includes, but is not limited to, a situation in which Vendor's cost projections based on volume of services requested by the County indicate that the yearly cap set forth in Exhibit A will be exceeded before year end. Written notice of termination must be delivered to MCSO and the notice period observed prior to the effective date of termination. Upon said termination, Vendor shall be paid the compensation due for all services rendered and costs incurred through the date of termination in accordance with Schedule A. In the event of termination by the Vendor, notice shall be delivered by the Vendor in writing, with return receipt required, to:

Richard R. Schmidt, Inspector
Sheriff's Administration
Milwaukee County Sheriff's Office
821 W. State Street
Milwaukee, WI 53233

11. OFFER TO PURCHASE VEHICLES AND EQUIPMENT

Upon termination of contract, Vendor will make available and offer to sell the vehicles with the installed security equipment used to transport inmates under this contract at a fair, equitable and straight depreciated rate to MCSO.

12. COOPERATION UPON TERMINATION

The Vendor must cooperate with MCSO in the event of termination so as to ensure that MCSO can maintain continuity of service delivery as determined by an agreed upon appraiser selected by the parties.

**Contract for Inmate Transportation Services
for the Milwaukee County Sheriff's Office**

13. TERMINATION BY MCSO FOR VIOLATIONS BY VENDOR (FOR CAUSE)

If the Vendor fails to fulfill its obligations under this Agreement in a timely and proper manner, or violates any of its provisions, MCSO may thereupon have the right to terminate the Agreement by giving thirty (30) days written notice of termination, return receipt required, specifying the alleged violations and effective date of termination. The contract may not be terminated if, upon receipt of the notice, the Vendor promptly cures the alleged violation prior to the end of the notice period. In the event of termination, MCSO will only be liable for services rendered and expenses incurred through the date of termination and not for the uncompleted portion and for any materials and services purchased or paid for by the Vendor for use in completing the Agreement.

14. UNRESTRICTED RIGHT OF TERMINATION BY COUNTY (WITHOUT CAUSE)

MCSO further reserves the right to terminate this contract at any time for any reason by giving Vendor thirty (30) days written notice by Certified Mail of such termination. In the event of said termination, Vendor shall not reduce its activities hereunder unless agreed in advance by MCSO. The Vendor will be paid according to the contract for services rendered through the date of termination. This section also applies should the Milwaukee County Board of Supervisors fail to appropriate additional monies required for the completion of the contract.

15. ELIMINATION, DELAY OR REDUCTION IN FUNDING

Said termination may also occur should Milwaukee County Board of Supervisors fail to appropriate sufficient monies required for the completion of the contract. All agreements are subject to appropriation and funding. In the event of any elimination, delay or reduction in funding available to the contract, MCSO may seek supplemental funding and may renegotiate with the Vendor the rates and services to be continued under the Agreement. In no event may MCSO be penalized for any payment not made in a timely manner due to any delay in appropriation or funding.

16. BILLING AND PAYMENT PROCESS

The County qualifies for sales tax exemption as a governmental agency. No pricing within this proposal shall include state or local sales or use taxes.

The Vendor will invoice MCSO a maximum of once per week after the week of services, within the first five (5) days of the subsequent week. Each invoice will be required to provide a reasonable detail of the services that were performed or other agreed upon items, for the charge that has been invoiced. Itemized invoices will be provided electronically, in Excel format, and will include at a minimum employee name, date and hours of service, bill rate, and monthly equipment charges. MCSO will make every effort to ensure that the Vendor is paid promptly and accurately.

17. ASSIGNMENT

Assignment by Subcontract – Assignment of any portion of the work by subcontract must have the prior written approval of MCSO.

Limitation- The final executed Agreement 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.

Survivorship of Benefits- The Agreement will be binding upon and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representatives, successors and assigns.

**Contract for Inmate Transportation Services
for the Milwaukee County Sheriff's Office**

18. CODE OF ETHICS

Vendor must attest that it is familiar with Milwaukee County's Code of Ethics which states:

9.05 Code of Ethics

(2)(1) No person(s) with a personal financial interest in the approval or denial of a contract being considered by a County department or with an agency funded and regulated by a County department may make a campaign contribution to any County official who has approval authority over that contract during its consideration. Contract consideration shall begin when a contract is submitted directly to a County department or to an agency until the contract has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval. This provision does not apply to those items covered by Section 9.15 unless an acceptance by an elected official would conflict with this section. The language in Section 9.05(2) (l) shall be included in all Requests for Proposals (RFP) and bid documents.

19. BINDING EFFECT

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

20. ENTIRE AGREEMENT

This Agreement, along with the vendor initialed RFP, all attachments thereto and the vendor's proposal constitutes the entire agreement between the parties. In the event of a conflict between the terms of the various documents, the following order of precedence shall apply: (1) the Agreement document and any amendments thereto, (2) any Exhibit attached to this Agreement, (3) the mutually agreed upon Standard Operating Procedures (SOPs), (4) the RFP, (5) the Vendor's technical response to the RFP, dated June 10, 2016. All prior and contemporaneous understandings, representations, and agreement must be merged therein or superseded hereby. No alterations, modifications, releases or waivers of the contract or any portion thereof will be effective unless in writing and executed by mutual agreement of both parties.

21. PERMITS, TAXES, LICENSES

The Vendor is responsible for all necessary permits, licenses, fees and taxes required to carry out the provisions of the Agreement. The financial burden for such expenses rests entirely with the Vendor.

22. FAILURE TO PERFORM

Penalties may be assessed against Vendor for documented and uncorrected violations of the Agreement and the Standard Operating Procedures (SOPs) as set forth in this Article 21. Such penalties shall be deducted from subsequent invoices, following written and accepted notification to Vendor. Notice of a violation, and intent to impose a penalty, shall be given to Vendor in writing, documenting the violation. This affords the Vendor the time to correct violations and bring any extenuating circumstances to MCSO's attention. For example, penalties will not be assessed when due to a Force Majeure event. Penalties will not be assessed during the initial ninety (90) days of this Agreement. Penalties may be assessed under the following circumstances:

**Contract for Inmate Transportation Services
for the Milwaukee County Sheriff's Office**

- Failure to produce an inmate in a timely manner as required by the courts due to the fault of Vendor. The Vendor shall be responsible for the penalty amount determined by the court, such penalty cannot be mitigated.
- Repeated failure of Vendor to follow agreed-upon SOPs. For violations that can be cured, penalties shall not be assessed unless Contractor has failed to cure the violation within 48 hours of receiving written notice of the violation. Such cure may include the removal and replacement of the Vendor personnel responsible for the violations. For violations that cannot be corrected, penalties shall not be assessed until the second documented violation of a similar type by the same Vendor employee within the previous thirty (30) days. Penalties may be assessed on the first instance for Contractor's failure to follow SOPs resulting in criminal violation of the law, an injury to an inmate or member of the public, or significant reputational injury to the County.

All assessed penalties shall be reasonably related to the violation and shall not exceed \$5,000 per inmate per incident.

23. SPACE AND UTILITIES

Milwaukee County will furnish space in the Milwaukee County Jail suitable for the scheduling operations of three (3) employees of Vendor. Unless otherwise agreed by the parties, all vehicles, restraints, and other equipment necessary for the successful performance of this Agreement must be stored off-site at bidder's expense. Bidder is responsible for all vehicle maintenance, fuel costs, and procurement of all equipment necessary to successfully perform this Agreement, as set forth in Exhibit "A." MCSO must have approval of all restraints, vehicles, equipment, and procedures to be used.

24. OWNERSHIP OF DATA

MCSO owns and controls all data captured and recorded through the scope of this Agreement.

25. RECORDS AND AUDITS.

Pursuant to §56.30(6)(d) of the Milwaukee County Code of Ordinances, the Vendor shall allow Milwaukee County, the Milwaukee County Department of Audit, or any other party the Milwaukee County may name, when and as they reasonably demand, to audit, examine and make copies of records in any form and format, meaning any medium on which written, drawn, printed, spoken, visual or electromagnetic information is recorded or preserved, regardless of physical form or characteristics, which has been created or is being kept by Vendor, including not limited to, handwritten, typed or printed pages, maps, charts, photographs, films, recordings, tapes (including computer tapes), computer files, computer printouts and optical disks, and excerpts or transcripts from any such records or other information directly relating to matters under this Agreement. Access to such records shall be provided at no cost to Milwaukee County; however, the County shall be responsible for the costs of conducting such audit. Any subcontracting by the Vendor in performing the duties described under this contract shall subject the subcontractor and/or associates to the same audit terms and conditions as the Vendor. Vendor (or any subcontractor) shall maintain and make available to Milwaukee County the aforementioned audit information for no less than five years after the conclusion of each contract term.

**Contract for Inmate Transportation Services
for the Milwaukee County Sheriff's Office**

26. AFFIRMATIVE ACTION

The Vendor 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 Vendor 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 Vendor assures that it will require that its covered sub-organizations provide assurances to the Vendor that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

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

- 27.1. In the performance of work under this Agreement, Vendor shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex, sexual orientation or gender identity, or handicap, which shall include, but not be limited to, the following:
- 27.2. Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Vendor will post in conspicuous places, available for employees and applicants for employment, notices to be provided by County, setting forth the provisions of the non-discriminatory clause.
- 27.3. Vendor agrees to strive to implement the principles of equal employment opportunity through an effective Affirmative Action program, and has so indicated on the certificate attached as Exhibit A to the RFP and made a part of this contract. The program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment, in all divisions of Vendor's work force, where these groups may have been previously under-utilized and under-represented. Vendor also agrees that in the event of any dispute as to compliance with the aforesaid requirements, it shall be its responsibility to show that it has met all such requirements.
- 27.4. When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of this section has been determined by County, Vendor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.
- 27.5. If, after notice of a violation to Vendor, further violations of this section are committed during the term of the Agreement, County may terminate the Agreement without liability for the uncompleted portion or any materials or services purchased or paid for by the Vendor for use in completing the contract, or it may permit Vendor to complete the contract, but, in either event, Vendor shall be ineligible to bid on any future contracts let by County.

**Contract for Inmate Transportation Services
for the Milwaukee County Sheriff's Office**

28. DBE PARTICIPATION

In keeping with the spirit of Milwaukee County ordinance 56.30, the Vendor shall ensure that Disadvantaged Business Enterprises ("DBEs") have the maximum opportunity to participate in this project. A seventeen percent (17%) participation rate goal has been set for this Agreement. This goal can be reached by expenditures to any combination of DBE subcontractors and suppliers, as long as the services or supplies provided by the DBE firm have a commercially reasonable function in the actual work of the Agreement and are performed or provided directly by the DBE firm.

29. INSURANCE COVERAGE

- 29.1. Vendor agrees to provide evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Workers' Compensation laws and/or vicarious liability arising from employees, board, or volunteers. Such evidence shall include insurance coverage for Worker's Compensation claims as required by the State of Wisconsin, Commercial General Liability, occurrence based (which includes board, staff, and volunteers), Automobile Liability, and Professional Liability in the minimum amounts listed below.
- 29.2. Automobile insurance that meets the minimum limits as set forth below is required for all Vendor vehicles (owned, non-owned, and/or hired). In addition, if any employees of the Contractor will use their personal vehicles to transport Milwaukee County employees, representatives, inmates or clients, those employees shall have Automobile Liability Insurance providing the same liability limits as required of the Vendor through any combination of employee Automobile Liability and employer Automobile or General Liability Insurance which in the aggregate provides liability coverage, while employee is acting as agent of employer, on the employee's vehicle in the same amount as required of the Vendor.
- 29.3. Vendor shall maintain Professional Liability coverage as listed below. Treatment providers including psychiatrists, psychologists and social workers who provide treatment off premises must obtain General Liability coverage (on premises liability and off-premises liability), to which Milwaukee County is added as an additional insured.
- 29.4. It being further understood that failure to comply with insurance requirements might result in suspension or termination of the Agreement.

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**Contract for Inmate Transportation Services
for the Milwaukee County Sheriff's Office**

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers' Compensation	Statutory or Proof of all States Coverage
Employers' Liability	\$100,000/\$500,000/\$100,000
Commercial General Liability	
Bodily Injury & Property Damage	\$1,000,000 - Per Occurrence
Incl. Personal Injury, Fire, Legal	
Contractual & Products/Completed Operations	
Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 Per Accident
All Autos - Owned, Non-Owned	
and/or Hired, including environmental cleanup	
liability related to automobile accidents	
Uninsured Motorists	Per Wisconsin Requirements
Excess Liability	\$10,000,000 Per Occurrence
Professional Liability	
Errors & Omissions - Guards	\$1,000,000 Per Occurrence
	\$3,000,000 Annual Aggregate or Statutory
	limits whichever is higher
Crime/Fidelity Insurance or Bond	\$100,000
Covers employee dishonest actions/theft	

**Contract for Inmate Transportation Services
for the Milwaukee County Sheriff's Office**

Should the statutory minimum limits change, it is agreed the minimum limits stated herein shall automatically change as well.

- 29.5. Milwaukee County, as its interests may appear, shall be named as, and receive copies of, an "additional insured" endorsement, for general liability, automobile insurance, environmental liability and umbrella/excess insurance. Umbrella / excess liability must cover general liability and automobile liability exposures. Milwaukee County must be afforded a thirty day (30) written notice of cancellation or non-renewal. 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 certificate indicating the above coverages shall be submitted for review and approval by county for the duration of this Agreement. Exceptions of compliance with "additional insured" endorsement are: Transport companies insured through the State "Assigned Risk Business" (ARB) and Professional Liability where additional insured are not allowed.
- 29.6. If Vendor's Professional Liability insurance is underwritten on a Claims-Made basis, the Retroactive date shall be prior to or coincide with the date of this agreement, the Certificate of Insurance shall state that *professional malpractice or errors and omissions coverage, if the services being provided are professional services* coverage is Claims-Made and indicate the Retroactive Date. Vendor shall maintain coverage for the duration of this agreement and for five (5) years following the completion of this agreement. It is also agreed that on Claims-Made Professional Liability policies, either Vendor or County may invoke the tail option on behalf of the other party and that the Extended Reporting premium shall be paid by the Vendor.
- 29.7. Binders are acceptable preliminarily during the provider application process to evidence compliance with the insurance requirements
- 29.8. All coverage shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to 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 the Milwaukee County Risk Manager for approval prior to the commencement of activities under the contract.

Milwaukee County Risk Manager
County Milwaukee Courthouse - Room 302
901 N. 9th St.
Milwaukee, WI 53233

The insurance requirements contained within this agreement are subject to periodic review and adjustment by the County Risk Manager.

- 29.9. All of the insurance coverage specified about shall be placed with an "A" rated carrier per Best's Rating Guide approved to do business in the State of Wisconsin. Any deviation or waiver of required coverages or minimums shall be submitted in writing and approved by Milwaukee County Director of Risk Management and Insurance as a condition of the agreement.

**Contract for Inmate Transportation Services
for the Milwaukee County Sheriff's Office**

29.10. MILWAUKEE COUNTY, AS ITS INTERESTS MAY APPEAR, SHALL BE NAMED AS AN ADDITIONAL INSURED FOR GENERAL LIABILITY, IF APPLICABLE, AS RESPECTS THE SERVICES PROVIDED IN THE AGREEMENT RESULTING FROM THIS RFP. 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. VENDOR'S NAMING OF MILWAUKEE COUNTY AS AN ADDITIONAL INSURED ON ITS LIABILITY POLICIES PURSUANT TO THIS AGREEMENT SHALL AFFORD COVERAGE ONLY FOR THE NEGLIGENT ACTS OR OMISSIONS OF VENDOR PURSUANT TO THIS AGREEMENT, SHALL BE LIMITED TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND SHALL IN NO EVENT BE CONSTRUED FOR ANY PURPOSE SO AS TO MAKE VENDOR OR THE ISSUER OF SUCH POLICIES LIABLE FOR THE NEGLIGENCE (JOINT, CONCURRENT, INDEPENDENT, OR INDIVIDUAL), ACTS, ERRORS OR OMISSIONS OF MILWAUKEE COUNTY OR ITS EMPLOYEES. THE ADDITIONAL INSURED COVERAGE IS PROVIDED TO THE EXTENT OF THE INDEMNIFICATION PROVISION IN ARTICLE 8 OF THIS AGREEMENT. A THIRTY (30) DAY WRITTEN NOTICE OF CANCELLATION, NON-RENEWAL, OR MATERIAL CHANGE SHALL BE AFFORDED TO MILWAUKEE COUNTY.

29.11. Deviation and waivers to these requirements may be requested in writing based on market conditions to the Milwaukee County Director of Risk Management and Insurance. Approval shall be given in writing of any acceptable deviation or waiver to the Vendor prior to any change to coverage being initiated. Waivers shall not be duly withheld nor denied without consultation with the Vendor.

29.12. It is understood and agreed that the successful Vendor will obtain information on the professional liability coverage of all subcontractors in the same form as specified above. Such documentation must be available for review by Milwaukee County.

30. MISCELLANEOUS

Waiver: No waiver, delay or failure of either party in enforcing any provision of this Agreement shall prejudice or restrict its rights under this Agreement, nor shall waiver by either party of any breach operate as a waiver of any subsequent breach.

Severability: If any term or provision of this Agreement shall be held illegal or unenforceable, in whole or in part, such term or provision or part shall to that extent be deemed not to form part of this Agreement, but the validity and enforceability of the remainder of this Agreement shall not be affected.

Notice: All notices required or contemplated hereunder shall be deemed sufficient and binding upon the parties when delivered by hand or overnight delivery service or three days after such notice is deposited in the U.S. Mail, Certified or Registered, with postage prepaid, to the parties at the following addresses:

G4S USA:	G4S Secure Solutions (USA) Inc. 1395 University Blvd. Jupiter, Florida 33458 Attn: Contracts Management Department
----------	---

MSCO:	Richard R. Schmidt, Inspector Milwaukee County Sheriff's Office 821 W. State St. Milwaukee, WI. 53233
-------	--

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**Contract for Inmate Transportation Services
for the Milwaukee County Sheriff's Office**

Assignment: The parties hereby agree that this Agreement shall not be assigned or transferred by either party without the prior written consent of the other party; provided, however, that this Agreement may be assigned, in whole or in part, by G4S USA, in its sole discretion, without the consent of MCSO, to any parent, subsidiary or affiliate of G4S USA or to any person or entity that acquires all or substantially all of the assets of G4S USA.

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**Contract for Inmate Transportation Services
for the Milwaukee County Sheriff's Office**

Exhibit "A"

INMATE TRANSPORTATION SERVICES SCOPE OF WORK

G4S USA will partner with the Milwaukee County Sheriff's Office (MCSO) and work with the MCSO management leadership team to provide managed, cost-effective inmate transportation services. G4S USA will be responsible for the secure transportation and physical control of inmates under its custody from the time the inmates are accepted into custody by G4S USA personnel until they are properly removed from custody by an authorized MCSO, local, state or federal official.

G4S USA will assume responsibility for and provide inmate transportation services to the MCSO in accordance with state and federal laws, MCSO rules and regulations, and Wisconsin Department of Justice (DOJ) standards.

Unless otherwise set forth in the Agreement and this Exhibit A, all Scope of Work aspects of the MCSO Request for Proposal (RFP) #7111 for Inmate Transportation Services are incorporated into this Scope of Work (SOW) of this project to include the following:

LOCATION OF SERVICES

G4S USA will provide inmate transportation services to and from the Milwaukee County Jail (MCJ) located at 949 N. 9th St., Milwaukee, WI and the House of Correction (HOC) located at 8885 S. 68th St., Franklin, WI as well as county jails, juvenile justice centers, State of Wisconsin prisons and correctional facilities, medical facilities, and courthouses.

G4S USA will provide inmate transportation to any of the 72 counties located within the State of Wisconsin.

SCOPE OF SERVICES

G4S USA will provide the following Services as part of the MCSO Inmate Transportation Services project:

Contract for Inmate Transportation Services for the Milwaukee County Sheriff's Office

- Scheduled transportation of inmates to and from the MCJ and HOC
- Transportation of inmates for medical appointments to and from the MCJ and HOC
- Transportation to State Mental Health facilities
- Transportation of inmates for "disciplinary trips" to and from the MCJ and HOC
- Transportation of inmates for new intake/overflow
- Transportation of juveniles from the Vel Phillips Juvenile Justice Center
- Transportation in connection to all releases from the MCJ and HOC
- Transportation of inmates for United States Marshalls Service to and from federal and state facilities in connection with Milwaukee County warrants and writs and court appearances and provide specific documentation to identify these services performed for the USMS
- Transportation from MCJ and HOC to any of the State of Wisconsin's state correctional facilities
- Transportation of inmates to and from any of the 72 counties located in the State of Wisconsin in connection with Milwaukee County warrants and writs, or otherwise ordered by an authorized County official.
- The provision of administrative functions as they relate to implementation of the contracted Services. Such functions will be performed at MCJ, and will consist of the following:
 - o receive and review warrants and writs for accuracy and to compile required support documents
 - o monitor "keep separates," and arrange transportation schedules accordingly
 - o schedule transportation of inmates in connection with warrants and writs
 - o schedule medical runs
 - o input information into calendar and transportation log
 - o review transport security risks, and arrange transportation schedules accordingly
 - o generate Orders of Detainer
 - o maintain liaison with US Marshalls Service, including the scheduling of transportation through the USMS of federal inmates to and from federal and state institutions in relation to warrants and writs and court appearances and provide documentation to MCJ Administration and MCSO Fiscal
 - o compile weekly and monthly transportation reports
 - o verify DNA that tests of inmates are completed and on file
 - o verify hearing dates
 - o contact agencies and facilities to ensure inmates are present and to coordinate pick-ups and drop-offs
 - o provide standard reports to include verification documentation that vendor employees and subcontractor employees meet all contractual requirements for performing assigned tasks
 - o schedule transportation of disabled inmates on non-G4S vehicles

Under this SOW, G4S USA will not provide the following services regarding inmate transportation:

- + Emergency (911) medical transports or escorts
- + "Hospital watches" of inmates under the care of the MCSO. Exception will be taken in the event an inmate under the custody of G4S USA become ill and requires emergency medical treatment during transport. In such cases, the inmate will be transported to the nearest hospital. The inmate will remain under the control of G4S USA personnel until such time as the inmate is medically released and can proceed to the final destination, or until custody is released to the MCSO or other law enforcement official.
- + Any transportation services outside the state of Wisconsin.
- + Any other services not agreed upon in writing by the parties and set forth in an amendment to this Agreement.

Contract for Inmate Transportation Services for the Milwaukee County Sheriff's Office

ACCEPTANCE OF INMATES

G4S USA will accept inmates offered for custody, transport, escort, or protection, at any time, day or night, and any day of the week as reasonably directed by the MCSO. G4S USA can refuse acceptance of inmates if the required work is outside the agreed-upon scope of work.

G4S USA can refuse acceptance of inmates if G4S USA reasonably deems that the inmate(s) is unfit for transport due to a medical condition that could affect the safety and security of the inmate(s) and others.

G4S USA will accept all ages and sexes of inmates to include adult males, adult females, and juveniles.

STANDARD OPERATING PROCEDURES

G4S USA will work with the MCSO to develop mutually agreed upon Standard Operating Procedures ("SOPs") and contingency plans as they relate to this SOW within ninety (90) days of contract commencement. The SOPs provided by G4S USA in connection with its proposal will be modified, as appropriate, for the Services provided under this Agreement. Only the agreed-upon SOPs will be applicable to this Agreement and Scope of Work.

PERSONNEL

G4S USA will provide an adequate number of personnel to provide transportation of inmates and administrative functions required by this SOW, based on the estimated MCSO volumes and transportation runs as provided by MCSO, and as set forth in the Pricing section below.

G4S USA will provide the necessary number of supervisory personnel in order to effectively manage the contract to include an overall project manager, as set forth in the Pricing section below.

All assigned G4S USA personnel will meet the minimum qualifications by job function as agreed upon by G4S USA and the MCSO.

It is G4S USA's policy that all inmate transportation will be completed by two-person teams. All G4S USA vehicles modified for inmate transport will include at a minimum one (1) driver and one (1) additional officer. At no time, unless instructed by the MCSO, will fewer than two (2) G4S USA officers be assigned to a vehicle during transport.

TRAINING

G4S USA will provide adequate hours and types of training to all assigned personnel in order to accomplish the required Services. Training will include all state-required training as it applies to this SOW and job duties of such personnel.

G4S USA-PROVIDED EQUIPMENT

G4S USA will provide the necessary equipment and vehicles to accomplish the Services specified in this Scope of Work, as set forth in the Pricing section below. Equipment will include communication equipment, restraints, weapons, ammunition, uniforms, standard reports, vehicles modified for inmate transport, fuel, maintenance of vehicles and the necessary space to store said equipment.

Contract for Inmate Transportation Services for the Milwaukee County Sheriff's Office

MCSO OBLIGATIONS

To facilitate the required Services, MCSO will provide, at a minimum, the following as it relates to this SOW:

- + Notification to county, state and federal agencies and medical facilities regarding the duties, function and authority of G4S USA personnel performing under the authority of the MCSO.
- + Authority to use and access to law enforcement radio frequencies to ensure constant and reliable communication between G4S USA personnel and local, county, and state law enforcement agencies.
- + Office and administrative space within the Milwaukee County Jail for (2) inmate transportation administrative support personnel and (1) supervisor and (1) Project Manager.

PRICING

Vendor anticipates providing the following levels of service and equipment ("Service Levels") to meet the requirements of this SOW based upon the information regarding current transportation needs provided by MCSO:

LABOR

- 26.5 Transportation Officers at 40 hours per week (or full-time equivalents)
- 3 Supervisors at 40 hours per week
- 1 Project Manager at 40 hours per week
- 2 Administrative Personnel at 40 hours per week (or full-time equivalents)

EQUIPMENT

- 3 40-passenger buses at 70,000 miles per year (with appropriate modifications)
- 9 15-passenger vans at 40,500 miles per year (with appropriate modification)
- 1 10,000 square foot garage for storage and maintenance of vehicles

TRANSPORTATION RUNS

- Average weekly and monthly transport runs as set forth in Attachment 1 to this Exhibit A.

G4S USA will submit and MCSO will pay invoices on a monthly basis for actual hours worked based on the following bill rates:

Year 1 Contract Proposed Rates (through 12/31/16):

- | | |
|-----------------------------|------------------|
| • Transportation Officer: | \$24.40 per hour |
| • Supervisor: | \$27.02 per hour |
| • Project Manager: | \$50.53 per hour |
| • Administrative Personnel: | \$20.09 per hour |

**Contract for Inmate Transportation Services
for the Milwaukee County Sheriff's Office**

Year 2 Contract Proposed Rates:

- Transportation Officer: \$24.40
- Supervisor: \$27.02
- Project Manager: \$50.53
- Administrative Personnel: \$20.09

Year 3 Contract Proposed Rates:

- Transportation Officer: \$24.40
- Supervisor: \$27.02
- Project Manager: \$50.53
- Administrative Personnel: \$20.09

In addition, each weekly invoice will include the following monthly charge for the equipment, as specified above. This monthly charge will not increase unless MCSO's service requests require additional equipment, in which event G4S USA will itemize the charges for such additional equipment requirements.

Equipment (includes costs of vehicles, maintenance, storage, fuel, and related costs)

- Year one: \$75,298.69
- Year two: \$75,298.69
- Year three: \$75,298.69

Based on the above Service Levels and the information provided by MCSO, the estimated average monthly invoice charges will be:

- Year one: \$217,149.48
- Year two: \$217,149.48
- Year three: \$217,149.48

with the following yearly caps:

- Year one to 12/31/17: \$3,474,391.80
- Year two: \$2,605,793.88
- Year three: \$2,605,793.88

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Contract for Inmate Transportation Services

Overtime bill rates will apply when MCSO's service requests place G4S USA personnel in an overtime posture for pay purposes (over 40 hours per week). Such overtime must be approved by MCSO's Inspector or other authorized MCSO official. G4S USA will endeavor to use part-time personnel whenever possible in order to avoid overtime rates. Non-exempt G4S USA personnel will be paid time and one half their base pay rates for overtime and the corresponding bill rate will be 1.4 times the straight-time bill rate.

Contractor understands that the inmate transportation needs of MSCO will vary and may increase over time beyond the levels estimated above, which are based upon the information provided by MSCO regarding its current levels of inmate transportation. As such requests for services increase, Vendor's costs to provide such services will also increase, jeopardizing Vendor's ability to provide the services without exceeding the yearly cap. If such service requests increase significantly so that projected costs indicate that the yearly cap will be exceeded before year end, the parties shall in good faith negotiate appropriate adjustments to the Scope of Work, the Service Levels, and/or other appropriate aspects of the Agreement.

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Contract for Inmate Transportation Services for the Milwaukee County Sheriff's Office

Following receipt of written notice from the G4S USA and upon approval from MCSO, the labor bill rates shall be adjusted for any change in costs mandated by law, including but not limited to State licensing fees, Federal Insurance Contribution Act (FICA), Federal Unemployment Tax Act (FUTA), State Unemployment Insurance (SUI), Workers' Compensation, and/or Federal or State minimum wage laws, and the Fair Labor Standards Act (FLSA).

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day, month and year first above written.

Milwaukee County

DocuSigned by:
Richard R. Schmidt 7/29/2016
Richard R. Schmidt, Inspector Date

Approved as to appropriate use of a professional
Service contract form and independent contractor
status by Corporation Counsel.

DocuSigned by:
Colleen Foley 7/11/2016
2BE67A71B2AE4E5... Date
Corporation Counsel

Milwaukee County

DocuSigned by:
County Executive 8/31/2016
2E580B33A2CC445... Date

Approved with regards to County Ordinance
Chapter 42

DocuSigned by:
Rick Norris 7/8/2016
Community Business Development Partners Date

Approved as to Wis. Stats. 59.41:

DocuSigned by:
Colleen A. Foley 8/31/2016
Corporation Counsel Date

G4S Secure Solutions (USA) Inc.

G4S 7/7/16
Date
Reviewed and approved by County Risk
Manager:

DocuSigned by:
Risk Management 7/8/2016
E454E4CA2D21452... Date
Risk Management

Milwaukee County

DocuSigned by:
Sebastian Comptroller 7/11/2016
Date

**ATTACHMENT 1: MCSO CURRENT/AVERAGE
WEEKLY AND MONTHLY TRANSPORTS**

TRIP SITES	AVG DAYS PER WK	AVG MONTH	PER YEAR	COMMENTS
MSDF	6	24		
DODGE	5	20		
WAUPUN	3	12		
FOX LAKE	3	12		
GREEN BAY	3	12		
KETILE MORaine	2	8		
WINNEBAGO	2	8		
LINCOLN HILLS	2	8		
RED GRANITE	2	8		
STANLEY	2	8		
JACKSON	2	8		
PRAIRIE DU CHEIN	1	4		
SUPERMAX	1	4		
MENDOTA	3	12		
RACINE	5	20		
RACINE YOUTH	2	8		
SOUTHERN OAKS	2	8		
ETHAN ALLEN	5	20		
CHILDRENS CRT	5	20		
SUPERIOR			10	Changes if able to drop at Stanley
OXFORD			5	
COLUMBIA	1	4		
WARRANT P/U	5	20		
US MARSHALS	5	20		
MEDICAL APPTS	5	20		
SOUTH/CENTRAL RUNS	7	28		Approximately 30-40 runs per week Warrant and OTPR pick-ups add on's throughout the day.
COUNTIES	5	20		
MISC OTHER RUNS	5	20		
ELLSWORTH	2	8		
FLAMBEAU CORR			3	Approximately 2-5 times per year
GORDON CORR			3	Approximately 2-5 times per year
CHIPPEWA			4	Approximately 3-6 times per year
JOHN BURKE	1	4		
MARSHALL SHERER	2	16		
MCNAUGHTON			4	Approximately 2-6 times per year
MCBHC	1	4		
NEW LISBON	2	16		
OAKHILL CORR	1	4		
OREGON CORR	1	4		
OSHKOSH	2	16		
SANDRIDGE		3		
SANGOR POWERS		2		
TAYCHEEDAH	2	16		
WINNEBAGO MH	2	16		
WISCONSIN RESOURCE	1	4		
WOMEN'S CORR	1	4		
TOTALS	107	473	29	

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COMMITMENT TO SUBCONTRACT WITH DBE FIRMSPROJECT No.: 7111 PROJECT TITLE: Inmate Transportation Services

TOTAL CONTRACT AMOUNT (*) \$2,605,793.86

DBE Goal: \$442984.94 (*)

Subcontract Agreements with DBE firm(s) MUST be submitted Within Ten (10) Days from Receipt of Notice to Proceed

A	V	Name of DBE(**) Firm(s)	Scope of Work Detailed Description	Subcontract Amount	% of Total Contract
		Greenway Transit Services Inc	Leasing 3 buses including maintenance. Maintenance and repairs on 9 vans.	\$442984.94	17%

(If using more DBE firms, include them in separate notarized form)

Total \$ Amount of DBE \$442984.94 Total % 17

I certify that these identified services and costs were quoted by the DBE firm(s). If awarded this contract, our firm G4S Secure Solutions (USA) Inc (Phone No. 414-277-7622) intends to enter into subcontract agreements with the DBE 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

Jerry Herzog, General Manager
Print/Type Name of Authorized Representative

Date

Subscribed and sworn to before me this

9th day of June, 2016

Signature of Notary Public

State of WI, My Commission expires 2-2-2020

* Exclude all allowances

** These may include any firms certified as DBEs by Milwaukee County Certification Program prior to the bid due date

CBDP APPROVAL:

DocuSigned by:

Rick Norris

7/8/2016

Signature

AD4CB4D4023E450...

Date

FOR CBDP USE ONLY:

(A) \$ _____
(V) \$ _____

Total % _____

* Exclude all allowances

** These may include any firms certified as DBEs by Milwaukee County Certification Program prior to the bid due date

CBDP APPROVAL:

DocuSigned by:

Rick Norris

7/8/2016

Signature

AD4CB4D4023E450...

Date

Form DBD-014PS

PLEASE SEE NEXT PAGE FOR INSTRUCTIONS AND ADDITIONAL REQUIREMENTS

Rev. 01/05/04



Consultant/service provider: G4S Secure Solutions (USA), Inc. Project Title: Inmate Transportation
RFP 7111

SUBCONSULTANT INFORMATION SHEET

Pursuant to Federal Regulations, Milwaukee County is required to collect information on sub-consultants submitting quotes to prime consultants/service providers that submit proposals on Milwaukee County projects. Provide the following information on both DBE and non-DBE sub-consultants bids and/or quotes. Submit this information with proposal.

[illegible]

(*) Check if this sub-consultant's quote has been used in your proposal.

(**) Annual Gross Receipts:

A: Less than \$250,000	B: \$250,000 to \$500,000	C: \$500,000 to 1 million
D: \$1 million to \$5 million	E: \$5 million to \$15 million	F: More than \$15 million

Note: Information gathered on the background and financial status of firms is protected from disclosure.



Milwaukee County Inmate Transportation Services
Milwaukee County Sheriff's Office
Technical Response to RFP 7111

ACORD		CERTIFICATE OF PROPERTY INSURANCE		DATE (MM/DD/YYYY) 09/28/2015		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.						
PRODUCER Aon Risk Services, Inc. of Florida 1001 Brickell Bay Drive Suite 1100 Miami FL 33131 USA		CERTIFICATE NUMBER: 570059600335		REVISION NUMBER:		
INSURED G4S Secure Solutions (USA) Inc. 1395 University Blvd Jupiter FL 33458 USA		INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		HOLDING NUMBER: 70281		
COVERAGES						
LOCATION OF THE POLICY OR DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)						
Job: Milwaukee County Sheriff's Office.						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE ASSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
MIN LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMIT
	PROPERTY				BUILDING	
	CAUSES OF LOSS				PERSONAL PROPERTY	
	BASIC				BUSINESS INCOME	
	BROAD				WARRANTY	
	SPECIAL				EXTRAEXPENSE	
	EARTHQUAKE				RENTAL VALUE	
	WIND				BLANKET BUILDING	
	FLOOD				BLANKET PERSONAL PROPERTY	
					BLANKET BUILDING & PP	
	BOILER AND MARINE	TYPE OF POLICY				
	CAUSES OF LOSS	POLICY NUMBER				
	NAMED PERILS					
A	CRIME	32777210	10/01/2015	10/01/2016	Appropriate Limit	\$1,000,000
	TYPE OF POLICY	See applies per policy terms & conditions			Employee Dishonesty	\$1,000,000
	Crime - Peril				Computer Fraud	\$1,000,000
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					
SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)						
CERTIFICATE HOLDER			CANCELLATION			
Milwaukee County Risk Manager, Milwaukee County Courthouse, Room 107 901 N. 9th Street Milwaukee WI 53233 USA			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. A. (To be completed by Agent/Service)			



Milwaukee County Inmate Transportation Services
Milwaukee County Sheriff's Office
Technical Response to RFP 7111



AGENCY CUSTOMER ID: 10515775

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page __ of __

AGENCY Aon Risk Services, Inc of Florida		NAMED INSURED G4S Secure Solutions (USA) Inc.	
POLICY NUMBER See Certificate Number: 570059600335		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570059600335	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 24 FORM TITLE: Certificate of Property Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

ENR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	CRIME	01111110 SIR applies per policy terms & conditions	10/01/2015	10/01/2016	Transit Limit Credit Card SIR	\$1,000,000 \$1,000,000 \$175,000

ACORD 101 (2008/01)

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Milwaukee County Inmate Transportation Services
Milwaukee County Sheriff's Office
Technical Response to RFP 7111



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY):
09/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services, Inc. of Florida
1001 Brickell Bay Drive
Suite 1200
Miami FL 33131 USA

CONTACT
NAME
PHONE
FAX
E-MAIL
FAX
E-MAIL

INSURER(S) AFFORDING COVERAGE

NAJG #

INSURED
G4S Secure Solutions (USA) Inc.
1395 University Blvd
Jupiter FL 33458 USA

INSURER A: National Union Fire Ins Co of Pittsburgh 29445
INSURER B: New Hampshire Ins Co 23641
INSURER C: Illinois National Insurance Co 23617
INSURER D: AIG Specialty Insurance Company 26683
INSURER E: AIG Europe Limited AA120841
INSURER F:

COVERAGES

CERTIFICATE NUMBER: 570056845095

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE	POLICY EXPI. DATE	LIMITS
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAS: A/CCT <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN. A/C REQ. DATE LAST APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	CL 3333783	10/01/2015	10/01/2016	EACH OCCURRENCE \$5,000,000 LIMITS TO REMAIN FOR LIMITS OF A REQUIREMENT \$5,000,000 LTD EXP (Any one person) Excluded PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMPOUND AGG \$5,000,000
<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRING AUTOS <input type="checkbox"/> OTHER	CA 746-98-77 AOS CA 746-98-78 MA CA 746-98-79 VA	10/01/2015	10/01/2016	OWNED & HIRING LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
<input checked="" type="checkbox"/> UMBRELLA LMB <input type="checkbox"/> EXCESS LMB <input type="checkbox"/> DED. <input type="checkbox"/> RETENTION	23003214	10/01/2015	10/01/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY (PERMITS/CONTRACTORS/OTHERS) <input type="checkbox"/> CHARTERED/RENTAL/LEASED <input type="checkbox"/> Types describe under <input type="checkbox"/> OR LISTED BY OPERATING: See 06	WC024781119 AOS WC024781120 CA	10/01/2015	10/01/2016	<input checked="" type="checkbox"/> PER <input type="checkbox"/> OTHER EL EACH ACCIDENT \$1,000,000 EL DISEASE-EMPLOYEE \$1,000,000 EL DISEASE-POLICY LIMIT \$1,000,000 EL Each Accident \$1,000,000 EL Disease - Policy \$1,000,000 EL Disease - Ex Emp \$1,000,000
<input checked="" type="checkbox"/> Excess WC DM SIA applies per policy terms & conditions	WC1103495	10/01/2015	10/01/2016	

ON COMPLETION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks & Schedule, may be attached if more space is required)
Job: Milwaukee County Sheriff's Office. Milwaukee County is included as Additional Insured as required by written contract, but limited to the operations of the insured under said contract. A waiver of Subrogation for workers compensation by endorsement in favor of Milwaukee County is required to be furnished.

CERTIFICATE HOLDER

CANCELLATION

Milwaukee County
Risk Manager, Milwaukee County
Courthouse, Room 302
501 N. 9th Street
Milwaukee WI 53233 USA

IF ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Inc of Florida

Holder Identifier:

Certificate No: 570056845095



Milwaukee County Inmate Transportation Services
Milwaukee County Sheriff's Office
Technical Response to RFP 7111

AGENCY CUSTOMER ID: 10515775

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services, Inc of Florida		INSURED G4S Secure Solutions (USA) Inc.	
POLICY NUMBER See Certificate Number: 570059645095			
CARRIER See Certificate Number: 570059645095	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limit.

DOE TYPE	TYPE OF COVERAGE	ADDL END	STATE BY	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
C		N/A		WC024781171 FL	10/01/2015	10/01/2016	
B		N/A		WC067910030 NH	10/01/2015	10/01/2016	
B		N/A		WC024781172 MA, WI - Incl. Stop Gap	10/01/2015	10/01/2016	
B		N/A		WC067910036 AK, AZ, IL, KY, NC, NH, UI, VA	10/01/2015	10/01/2016	
B		N/A		WC067910049 HI	10/01/2015	10/01/2016	
B		N/A		WC067910051 NJ, PA	10/01/2015	10/01/2016	
	OTHER						
D	1&O-PL-Primary			CL333329E	10/01/2015	10/01/2016	Agg Limit \$7,000,000
							Per Occ Limit \$4,000,000
D	1&O-PL-As			018256077 Excess Prof 1&O-Guards SIA applies per policy terms & conditions	10/01/2015	10/01/2016	Agg/Per Occ \$1,000,000

ACORD 101 (2006/01)

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CONTRACT FORM 1684 R5 (Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures)											
Mail to: Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse Community Business Development Partners, 8th Floor City Campus								CONTRACT TYPE			
								Professional Service - Operating		<input checked="" type="checkbox"/> X	
								Professional Service - Capital		<input type="checkbox"/>	
								Purchase of Service		<input type="checkbox"/>	
								Preliminary		<input type="checkbox"/>	
								Final		<input checked="" type="checkbox"/> X	
DEPARTMENT NAME Milwaukee County Office of the Sheriff								AGENCY NO. 400		DEPARTMENT (HIGH) ORG 4000	
VENDOR INFORMATION											
VENDOR NO. 99463				ORDER TYPE <input type="checkbox"/>		NEW or <input checked="" type="checkbox"/> X		AMEND <input type="checkbox"/>		CONTRACT NO. 	
NAME OF VENDOR G4S Secure Services (U.S.A.), Inc.						ADDRESS P.O. Box 277489 Atlanta, GA 30384-7469					
TAX I.D. NO. 39-1848557		EFFECTIVE DATES: begin date 09/01/16 end date 12/31/19		LENGTH OF CONTRACT (IN MONTHS) 40		AMENDMENT ONLY: DOLLAR CHANGE 		TOTAL CONTRACT AMOUNT \$ 8,685,979.56			
ACCOUNTING INFORMATION											
Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Job Number	Report Cat	Units	Amount to be Expended/ Amendment
2016	01	0001	400	4036			6148				\$ 868,597.92
2017	2	0001	400	4036			6148				\$ 2,605,793.88
2018	3	0001	400	4036			6148				\$ 2,605,793.88
2019	4	0001	400	4036			6148				\$ 2,605,793.88
PURPOSE OF CONTRACT Inmate transportation services including staffing and vehicles. Each extension year has its own cap.											
Was County Board approval received prior to contract execution or contract amendment or extension? <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="margin-bottom: 10px;"> <input type="checkbox"/> If YES, give County Board File No. <u>16-392</u> Date Approved _____ </div> <div> <input type="checkbox"/> If NO, why is County Board approval not required? _____ </div> </div>											
Was Contract fully executed prior to work being performed (all signatures received)?										<input type="checkbox"/> YES <input checked="" type="checkbox"/> X NO	
Is Vendor a certified professional service DBE?										<input checked="" type="checkbox"/> X YES <input type="checkbox"/> NO	
Howard Felix						07/08/16					
Prepared By						Date					
						07/08/16					
Signature of County Administrator						Date					
Public Safety Fiscal Analyst						Title					
Public Safety Fiscal Administrator						Title					

CONTRACT FORM

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

Mail to:		CONTRACT TYPE	
Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse		Professional Service - Operating	<input checked="" type="checkbox"/>
Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse		Professional Service - Capital	
Community Business Development Partners, 8th Floor City Campus		Purchase of Service	
		Preliminary	
		Final	<input checked="" type="checkbox"/>
DEPARTMENT NAME		AGENCY NO.	DEPARTMENT (HIGH) ORG
Milwaukee County Office of the Sheriff		400	4000

VENDOR INFORMATION

VENDOR NO.	ORDER TYPE	NEW or	AMEND	CONTRACT NO.		
99463			<input checked="" type="checkbox"/>	PO	400	N710988
NAME OF VENDOR			ADDRESS			
G4S Secure Services (U.S.A.), Inc.			P.O. Box 277489 Atlanta, GA 30384-7469			
TAX I.D. NO.	EFFECTIVE DATES: begin date end date	LENGTH OF CONTRACT (IN MONTHS)	AMENDMENT ONLY: DOLLAR CHANGE	TOTAL CONTRACT AMOUNT		
39-1848557	09/01/16 12/31/19	40	\$0.00	\$ 8,685,979.56		

ACCOUNTING INFORMATION

Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Job Number	Report Cat	Units	Amount to be Expended/ Amendment
2016	01	0001	400	4036			6148				\$ 868,597.92
2017	2	0001	400	4036			6148				\$2,605,793.88
2018	3	0001	400	4036			6148				\$2,605,793.88
2019	4	0001	400	4036			6148				\$2,605,793.88

PURPOSE OF CONTRACT

Inmate transportation services including staffing and vehicles. Each extension year has its own cap. Amendment # 1 allows for partial restructuring of staff that will reassign two (2) employees to the new position of CPO Corporal to ensure adequate supervision on all shifts and assist in grooming staff into the role of CPO Supervisor while allowing for greater flexibility and more accountability of the staff. This amendment is cost neutral and has no cost impact upon the contract.

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

☒

X

If YES, give County Board File No.

16-392

Date Approved

07/28/16

☐

If NO, why is County Board approval not required?

Amendment has no cost impact.

Was Contract fully executed prior to work being performed (all signatures received)?

☐ YES ☒ NO

Is Vendor a certified professional service DBE?

☒ YES ☐ NO

Howard Felix

06/19/17

Prepared By

Date



06/19/17

Signature of County Administrator

Date

Public Safety Fiscal Analyst

Title

Public Safety Fiscal Administrator

Title

Amendment # 1
to
Contract for Inmate Transportation Services

This Amendment is made between Milwaukee County and G4S Secure Solutions (USA) Inc., f/k/a The Wackenhut Corporation, d/b/a Wackenhut, d/b/a G4S Wackenhut to the Contract for Inmate Transportation Services entered into by the parties on or about September 1, 2016 (County Board File 16-392).

Effective June 26, 2017, the parties agree to amend the Contract for Inmate Transportation Services to provide that G4S Secure Solutions (USA) Inc. may partially restructure its contracted staff as follows:

	<u>Pay Rate</u>	<u>Bill Rate</u>	<u>Annual Amount</u>
Reassign to CPO Corporal:			
1 CPO Supervisor	\$19.00	\$27.02	\$55,120.80
1 CPO Bus Officer	\$17.00	\$24.40	\$49,776.00
Create:			
2 CPO Corporal	\$18.00	\$25.71	\$104,896.80

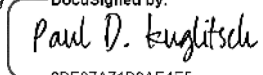
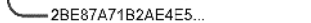
The reassignment of these personnel to the position of CPO Corporal will ensure adequate supervision on all shifts and assist in grooming staff into the role of CPO Supervisor while allowing for greater flexibility and more accountability of the staff.

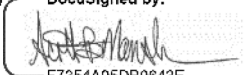
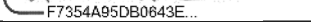
This amendment is cost neutral and has no cost impact upon the contract.

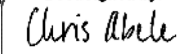

In witness whereof, the parties have executed this Amendment as of the Amendment date set forth above.

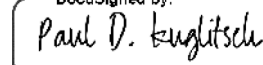
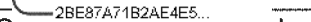
Milwaukee DocuSigned by:
Inspector Richard Schmidt 7/6/2017
 By: 8DDAEF6AB9684AB... Date: _____
 Richard R. Schmidt Senior Commander
 Milwaukee County Sheriff's Office

G4S DocuSigned by:
Jerry Herzog, General Manager /2017
 By: 7FD6E98FC82C496...
 Jerry Herzog, General Manager

Approved by:  6/28/2017
By:  Date: _____
Corporation Counsel

Approved by:  ilable per Wis. Stats. 59.255(2)(e): 6/29/2017
By:  Date: _____
Comptroller

Approved by:  Stats. 59.17(2)(b)4: 7/5/2017
By:  Date: _____
County Executive

Approved as compliant under Wis. Stats. 59.42(2)(b)5: 7/7/2017
By:  Date: _____

Corporation Counsel



JOINT CORRECTIONS
Office of the Sheriff, Community Reintegration Center, Youth Detention Center

Secure Transport Service Agreement
Allied Universal

INFOR Contract # 3526

Bonfire Contract # 121713

Amendment # 7

EXHIBIT D:

Parties' Mutually Agreed Upon Standard Operating Procedures (SOPs)

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JOINT CORRECTIONS
Office of the Sheriff, Community Reintegration Center, Youth Detention Center

Secure Transport Service Agreement
Allied Universal

INFOR Contract # 3526

Bonfire Contract # 121713

Amendment # 7

EXHIBIT E:

Contractor's TBE Participation Requirements

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COMMITMENT TO SUBCONTRACT WITH DBE FIRMSPROJECT No.: 7111 PROJECT TITLE: Inmate Transportation Services

TOTAL CONTRACT AMOUNT (*) \$2,605,793.86

DBE Goal: \$442,984.94 (*)

Subcontract Agreements with DBE firm(s) MUST be submitted Within Ten (10) Days from Receipt of Notice to Proceed

A	V	Name of DBE(**) Firm(s)	Scope of Work Detailed Description	Subcontract Amount	% of Total Contract
		Greenway Transit Services Inc	Leasing 3 buses including maintenance. Maintenance and repairs on 9 vans.	\$442,984.94	17%

(If using more DBE firms, include them in separate notarized form)

Total \$ Amount of DBE \$442,984.94 Total % 17

I certify that these identified services and costs were quoted by the DBE firm(s). If awarded this contract, our firm G4S Secure Solutions (USA) Inc (Phone No. 414-277-7622) intends to enter into subcontract agreements with the DBE 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

Jerry Herzog, General Manager
Print/Type Name of Authorized Representative

Date

Subscribed and sworn to before me this 9th day of JUNE, 2016

Signature of Notary Public

State of WI, My Commission expires 2-2-2020

* Exclude all allowances

** These may include any firms certified as DBEs by Milwaukee County Certification Program prior to the bid due date

CBDP APPROVAL:

DocuSigned by:

Rick Norris

7/8/2016

Signature

AD4CB4D4023E450...

Date

FOR CBDP USE ONLY:

(A) \$ _____
(V) \$ _____

Total % _____

* Exclude all allowances

** These may include any firms certified as DBEs by Milwaukee County Certification Program prior to the bid due date

CBDP APPROVAL:

DocuSigned by:

Rick Norris

7/8/2016

Signature

AD4CB4D4023E450...

Date

Form DBD-014PS

PLEASE SEE NEXT PAGE FOR INSTRUCTIONS AND ADDITIONAL REQUIREMENTS

Rev. 01/05/04



Consultant/service provider: G4S Secure Solutions (USA), Inc. Project Title: Inmate Transportation
RFP 7111

SUBCONSULTANT INFORMATION SHEET

Pursuant to Federal Regulations, Milwaukee County is required to collect information on sub-consultants submitting quotes to prime consultants/service providers that submit proposals on Milwaukee County projects. Provide the following information on both DBE and non-DBE sub-consultants bids and/or quotes. Submit this information with proposal.

[illegible]

(*) Check if this sub-consultant's quote has been used in your proposal.

(**) Annual Gross Receipts:

A: Less than \$250,000	B: \$250,000 to \$500,000	C: \$500,000 to 1 million
D: \$1 million to \$5 million	E: \$5 million to \$15 million	F: More than \$15 million

Note: Information gathered on the background and financial status of firms is protected from disclosure.



JOINT CORRECTIONS
Office of the Sheriff, Community Reintegration Center, Youth Detention Center

Secure Transport Service Agreement
Allied Universal

INFOR Contract # 3526

Bonfire Contract # 121713

Amendment # 7

EXHIBIT F:

Standard Insurance Requirements

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2025 STANDARD INSURANCE REQUIREMENTS

All Milwaukee County Vendors (business organizations providing goods or services to the County through Purchase Orders or written contracts) must provide evidence of the following minimum insurance requirements. Vendors are responsible for ensuring that any agents, affiliates, subsidiary companies, third party suppliers, or subcontractors maintain appropriate insurance coverages for any services provided at the request of the Vendor on a Milwaukee County contract. The listed minimum requirements do not limit the liability assumed elsewhere in an executed contract. Modifications to the types of coverage, limits and/or other terms should not be made without the approval of the County's Risk Manager.

General Coverage Requirements

The Vendor shall maintain policies of insurance and proof of financial responsibility to cover costs that may arise from claims for damages to property and/or claims arising from or resulting from the Vendor's goods, services, and/or work activities, by whomsoever performed, for the coverage types and in the amounts described in this document. The Vendor shall, at its own expense, acquire and maintain the required insurance coverages at the limits identified below for the entire term of its contract(s) with Milwaukee County. The Vendor may obtain the required coverages through any combination of primary and excess or umbrella liability insurance. The Vendor must acquire its insurance from carriers with a **current A. M. Best rating of A X or better.**

The Vendor shall provide acceptable proof of all listed coverage to the County prior to performing any services, activities, or other work on its contract(s) with the County. The Vendor shall provide a Certificate of Insurance to Milwaukee County Risk Management for each successive period of coverage for the duration of the contract in the minimum amounts provided in this document, unless expressly agreed otherwise by both Parties in writing.

The County reserves the right to make changes and/or updates to its coverage requirements during the term of the contract with the written agreement of the Vendor. The Vendor agrees that it will not unreasonably withhold its acceptance of the County's requested changes or updates and will negotiate any required changes or updates in good faith.

1. Commercial General Liability Insurance (including contractual coverage)

The Vendor shall maintain Commercial General Liability insurance with the following minimum limits for bodily injury and property damage combined:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products – Completed Operations Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000

The Vendor shall ensure Milwaukee County is named as an Additional Insured on the General Liability policy as respects the services and activities described in the contract documents.

2. Automobile Liability Insurance

If the Vendor's performance of services or activities described in the contract documents requires the use of automobiles, the Vendor shall maintain comprehensive automobile insurance covering the ownership, operation, and maintenance of all owned, non-owned and hired motor vehicles. The use of personal automobiles to travel to



and from the Vendor's business location or from the home of a Vendor employee to the County's sites, or for personal travel such as travel for meal breaks, is considered outside the course of performance of services under any contract. The Vendor shall maintain limits of at least **\$1,000,000 per accident for bodily injury and property damage combined**. The Vendor shall ensure that employees using rental vehicles acquire insurance coverage through the vehicle rental agency and shall provide proof of such insurance upon request. The Vendor shall ensure that Milwaukee County is named as an Additional Insured on the Automobile Liability policy as respects the services and activities described in the contract documents and this provision.

3. **Workers' Compensation Insurance**

The Vendor shall maintain Worker's Compensation coverage that meets the minimum statutory requirements in the state where the work is performed, even if such coverages are elective in that state. For the state of Wisconsin, this coverage must have limits of at least **\$100,000 per occurrence and \$500,000 policy aggregate** or must follow the **current required coverages under Wisconsin state statutes**, whichever is greater. The Vendor shall ensure this coverage includes a waiver of subrogation in the favor of Milwaukee County and that the waiver of subrogation is stated on the Vendor's submitted Certificate of Insurance.

4. **Employer's Liability Insurance**

The Vendor shall maintain Employer's Liability coverage with limits of at least **\$100,000 per occurrence for bodily injury, \$100,000 per employee for bodily injury by disease, and \$500,000 policy aggregate**. The Vendor shall ensure this coverage includes a waiver of subrogation in the favor of Milwaukee County and that the waiver of subrogation is stated on the Vendor's submitted Certificate of Insurance.

5. **Crime/Fidelity Insurance or Bond**

The Vendor shall maintain Crime/Fidelity Insurance or a Bond which covers employee dishonest actions or thefts which may occur during performance of services or activities under the contract. If insurance is provided, the minimum limit is **\$100,000 policy aggregate**. If a Bond is provided, the **Bond is \$100,000** and the Vendor shall deliver the Bond to the Department executing the contract no more than thirty (30) days from contract execution.

6. **Professional Liability/Errors and Omissions¹**

The Vendor shall maintain Professional Liability insurance, including Errors & Omissions coverage for Guards, appropriate to cover all professional services identified in the Vendor's Scope of Work and the executed contract, including technology errors and omissions and/or media liability coverage (e.g., slander, libel) as applicable. The Vendor's Professional Liability coverage must have a minimum limit of **\$1,000,000 per occurrence and \$3,000,000 annual aggregate** OR must meet the **statutory limits for the state in which services are provided**, whichever is higher.

7. **Excess/Umbrella Liability Coverage**

The Vendor shall maintain excess or umbrella liability coverage with **additional limits of at least \$1,000,000 per occurrence**. This excess or umbrella coverage must be in excess of (or in addition to) the limits provided in Sections 1 (Commercial Liability), 2 (Automobile Liability), 4 (Employer's Liability), and 6 (Professional Liability), above.

¹ Professional liability (a/k/a Errors & Omissions insurance) is required for Contractors providing professional services, including, but not limited to architects, engineers, financial services, accounting, audit, legal services, consulting, and medical professionals.



8. Required Coverage Period

If any insurance coverage detailed above is written on a claims-made basis, the Vendor shall ensure its insurance coverage which applies to the services and activities described in the contract documents is extended for two (2) years after completion of all work contemplated by the contract documents.

9. Additional Policy Information

Upon written request from the County and/or its Department of Administrative Services, Risk Management Division, the Vendor shall provide additional information on the following coverage(s):

9.1. Professional Liability / E&O Information

The Vendor shall provide additional information on its professional liability/guards' errors and omissions insurance coverage including, but not limited to:

- 9.1.1. Policy type (i.e., errors and omissions for consultants, architects, and/or engineers, technology errors & omissions, etc.);
- 9.1.2. Applicable retention levels;
- 9.1.3. Applicable retention levels;
- 9.1.4. Coverage form (i.e. claims made, occurrence; discover clause conditions); and
- 9.1.5. Effective retroactive and expiration dates.

10. Miscellaneous Requirements

- 10.1. The Vendor shall ensure, through appropriate contractual language, that its agents, affiliates, subsidiary companies, third party suppliers, or subcontractors maintain appropriate insurance coverage for any services provided at the request of the Vendor on any Milwaukee County contract. Unless agreed to in writing by the Milwaukee County Risk Manager, such coverage must meet all requirements of this provision.
- 10.2. The Vendor shall maintain any coverage provided on a claims-made and reported period for a minimum of twenty-four (24) months from the date of termination of the contract by either an extended reporting period (ERP) provision or by maintaining the coverage in force.
- 10.3. The Vendor shall ensure that its Commercial General Liability, Automobile Liability, and Employer's Liability policies name Milwaukee County including its directors, officers, employees, and agents as additional insureds by endorsement to the policies. The Vendor shall also ensure that each of these policies provide primary coverage with respect to all insureds and additional insureds.
- 10.4. The Vendor shall ensure that its Commercial General Liability, Automobile Liability, Workers' Compensation, and Employer's Liability policies grant a waiver of subrogation in Milwaukee County's favor.
- 10.5. Except where prohibited by law, the Vendor shall provide insurance endorsement on each policy waiving the rights of recovery or subrogation against the County and its agents, servants, invitees, employees, co-lessees, co-venturers, affiliates, contractors, and subcontractors, and their insurers.
- 10.6. The Vendor shall provide certificates evidencing the coverages, limits and provisions specified above on or before the execution of the contract and upon the renewal of any of the policies. The Vendor shall require all insurers to provide the County with a thirty (30) day advanced written notice of any



JOINT CORRECTIONS

Office of the Sheriff, Community Reintegration Center, Youth Detention Center

INFOR Contract # 3526

Bonfire Contract # 121713

Secure Transport Service Agreement

Allied Universal

Amendment # 7

cancellation or nonrenewal of, or any material change to, any of the policies maintained in compliance with the contract.



JOINT CORRECTIONS
Office of the Sheriff, Community Reintegration Center, Youth Detention Center

Secure Transport Service Agreement
Allied Universal

INFOR Contract # 3526

Bonfire Contract # 121713

Amendment # 7

EXHIBIT G:

Contractor's Completed EEOC Form

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EEOC COMPLIANCE CERTIFICATE *for* **MILWAUKEE COUNTY CONTRACTS**

In signing this document, CONTRACTOR certifies that it complies with the equal opportunity policy and standards of Milwaukee County and Federal rules and regulations regarding nondiscrimination in employment and service delivery.

Nondiscrimination (Milwaukee County Code of Ordinances (MCO) 56.17)

CONTRACTOR certifies that in the performance of work or execution of this Contract, it shall not discriminate against any employee or applicant for employment because of race, color, national origin, or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which shall include but not be limited to the following:

- employment, upgrading, demotion or transfer, recruitment or recruitment advertising;
- layoff or termination;
- rates of pay or other forms of compensation; and
- selection for training, including apprenticeships.

CONTRACTOR will post in conspicuous places available to its employees and applicants for employment notices provided by the County setting forth the provisions of the nondiscriminatory clause.

Violation of these provisions may result in termination of the CONTRACTOR's Contract and/or disbarment of the CONTRACTOR from participation in future opportunities with Milwaukee County. If a violation results in contract termination, Milwaukee County will have no liability for the uncompleted portion of the Contract or for any materials or services purchased or paid for by the CONTRACTOR for use in completing the Contract.

Equal Opportunity (Title 41 of the Code of Federal Regulations, Chapter 60 (41 CFR 60))

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- employment, upgrading, demotion, or transfer, recruitment or recruitment advertising;
- layoff or termination;
- rates of pay or other forms of compensation; and
- selection for training, including apprenticeship.



EEOC COMPLIANCE CERTIFICATE

for

MILWAUKEE COUNTY CONTRACTS

CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment notices provided by the contracting officer setting forth the provision of this nondiscrimination clause.

All solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

Affirmative Action Program (41 CFR 60-1.40)

CONTRACTOR certifies that it will implement the principles of equal employment opportunity through an effective affirmative action program (and will so certify prior to the award of the Contract), designed to increase the utilization of women, minorities, and disabled persons and other protected groups at all levels of employment in all divisions of the CONTRACTOR'S work force, where these groups may have been previously under-utilized and under-represented.

CONTRACTOR also agrees that in the event of any dispute as to compliance with the preceding requirements, it shall be the CONTRACTOR'S responsibility to show that all requirements are met.

Non-Segregated Facilities (41 CFR 60-1.8)

CONTRACTOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained.

Subcontractors

CONTRACTOR certifies that it has obtained or will obtain certifications regarding nondiscrimination, an affirmative action program, and non-segregated facilities from proposed subcontractors that are directly related to any contracts with Milwaukee County before the award of any subcontracts and that it will retain such certifications in its files.

Reporting Requirement

Where applicable, CONTRACTOR certifies that it will meet all reporting requirements and follow all procedures established in 41 CFR 60.

Affirmative Action Plan

If CONTRACTOR has fifty (50) or more employees, it agrees to develop and/or update and submit an Affirmative Action Plan to:



EEOC COMPLIANCE CERTIFICATE *for* MILWAUKEE COUNTY CONTRACTS

Milwaukee County Department of Audit
ATTN: Audit Compliance Manager
633 W. Wisconsin Ave, 9th Floor
Milwaukee, WI 53203
Paul.Grant@milwaukeecountywi.gov

with a copy to

Milwaukee County DAS – Procurement
ATTN: Contracts Compliance & OEI
633 W. Wisconsin Ave, 9th Floor
Milwaukee, WI 53203
Procurement@milwaukeecountywi.gov
OEI@milwaukeecountywi.gov

CONTRACTOR will also require any of its subcontractors with fifty (50) or more employees to establish similar written affirmative action plans.

Employees

CONTRACTOR certifies that it has 1000 employees in the Standard Metropolitan Statistical Area, which includes the counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin.

CONTRACTOR certifies that it has a total of 3500 employees in its workforce.

The undersigned has read, understands, and agrees to be bound by the statements and provisions in this document. The undersigned represents and affirms that they are capable of legally binding the CONTRACTOR and/or its legal organization and has the authority to do so.

CONTRACTOR Name: Allied Universal Security Services

Address: 10255 W Higgins Rd Sute 630 Rosemont, IL, 60018

Signature: Brian Rosbury

Representative Name: Brian Rosbury

Representative Title: RVP

Date Signed: 5/13/2025



JOINT CORRECTIONS
Office of the Sheriff, Community Reintegration Center, Youth Detention Center

Secure Transport Service Agreement
Allied Universal

INFOR Contract # 3526

Bonfire Contract # 121713

Amendment # 7

EXHIBIT H:

Milwaukee County Directives

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Administrative Manual of Operating Procedures

Procedure #: 15.03	Procedure Title: Contractor Code of Conduct			Revision #: 1.0
Original Issue Date: 7/15/2024	Revised Issue Date: N/A	Next Review Date: 7/15/2026	Responsible Department: DAS – Procurement Division	
Statutory References: 2 C.F.R. 200.318 through 200.327 22 C.F.R. 513.300 through 513.314			Ordinance References: MCO Chapter 9, 32, 34, and 56	
Appendices: Appendix B – Procurement Best Practices for Elected Officials Presentation			Forms: Evaluator Composition Exception Request Form Fraud Reporting Form	

1. OBJECTIVE:

To develop a contractor code of conduct for Milwaukee County that reflects the County's commitment to ethical governance, responsible procurement practices, the advancement of equity in policy and practice, and the effective stewardship of public resources promoting integrity, transparency, equity, and accountability within public procurement activities which advance best-practice government procurement objectives, produce equitable outcomes, and uphold the public trust.

2. DEFINITIONS:

- A. Code of Conduct. A set of ethical principles, rules, and guidelines that vendors are required to follow when engaging in business activities, including solicitation activities, with the County of Milwaukee.
- B. Compliance. Adhering to all relevant laws, regulations, policies, and contractual obligations governing the contractor's activities in their interactions with the County of Milwaukee.
- C. Conflict of Interest. Any situation where a contractor's personal, financial, or other interest(s) conflict with their duties or obligations to the County of Milwaukee in a manner that impacts, or appears to impact, the contractor's ability to meet its duties or obligations to the County of Milwaukee.
- D. Contracting Department. The Milwaukee County Department serving as the contracting entity in a particular agreement.
- E. Contractor/Vendor/Supplier/Provider. Any individual, business, or organization that enters into a contractual agreement or proposes to enter into a contractual agreement with Milwaukee County to provide goods, services, or works.
- F. Debarment. The action taken by the County of Milwaukee to exclude a Contractor/Vendor/Supplier/Provider from participating in procurement activities for a specified period due to violations of the code of conduct, laws, regulations, or contractual obligations.
- G. Department of Administrative Services (DAS). The Milwaukee County Department responsible for conducting a broad range of activities and tasks that support the functioning and organization of all other Milwaukee County Departments. DAS includes the Procurement Division.
- H. Integrity. Acting with honesty, transparency, and accountability in all business dealings and interactions with the County of Milwaukee.



- I. Office of Corporation Counsel. The Office of the Corporation Counsel serves as chief legal counsel to all Milwaukee County departments, offices, boards, commissions, and elected officials. By county ordinance, this office also serves as chief legal counsel to the Milwaukee County Employees Retirement System.
- J. Office of the Comptroller. The Comptroller is the chief financial officer of Milwaukee County and the administrator of the county's financial affairs. The Comptroller shall oversee all of the county's debt and is responsible for countersigning all contracts with the county if they determine that the county has or will have the necessary funds to pay the liability that the county may incur under the contract. No contract is valid until so countersigned.
- K. Procurement Division. A division of Milwaukee County's Department of Administrative Services that supports the mission and objectives of Milwaukee County by facilitating the acquisition of goods, services, and works essential for its operations and service delivery. Through strategic planning, transparent and compliant procurement practices, and effective vendor management, the Procurement Division contributes to the organization's success and ensures accountability, integrity, and value for Milwaukee County taxpayers.
- L. Solicitation Administrator. The individual administering the contracting process. This may be an individual from the Procurement Division or the Contracting Department.
- M. Targeted Business Enterprise (TBE). A for-profit business consisting of a Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), Women Business Enterprise (WBE), or Small Business Enterprise (SBE) firm that must be registered or certified with at least one of the following:
 - DBE certified by the Wisconsin UCP
 - MBE certified as minority-owned business with the State of Wisconsin DOA
 - WBE certified as a women-owned business with the State of Wisconsin DOA
 - SBE registered (by federal size standards, NAICS, and registered in SAM)
 - SBE certified by Milwaukee County
- N. Transparency. Providing clear and accurate information to the County of Milwaukee and stakeholders regarding business operations, pricing, and performance.

3. OVERVIEW:

The Milwaukee County Contractor Code of Conduct promotes ethical conduct, transparency, and accountability in Contractor/Vendor/Supplier/Provider relationships.

4. PROCEDURE

A. Ethical Standards

- i. Integrity and honesty
 - a. Contractor/Vendor/Supplier/Provider Declaration: Upon submission of bid or proposal, Contractor/Vendor/Supplier/Provider must affirm that all statements made within the bid or proposal are true and correct.
 - b. Review and Monitoring: The Procurement Division, Audit Services Division, and Contracting Departments may conduct reviews and audits of contractor activities to ensure integrity and honesty.
- ii. Transparency

- a. Documentation Requirements: Contractor/Vendor/Supplier/Provider are required to maintain records and documentation related to their business transactions with Milwaukee County.
 - b. Open Communication: Contractor/Vendor/Supplier/Provider must establish open lines of communication with county representatives, providing timely and accurate information regarding project status, pricing, and any potential conflicts of interest.
 - c. Public Access: The Procurement Division and/or the Contracting Department ensure that procurement processes and contract details are transparent and accessible to the public by promptly responding to open records requests as well as protests, appeals, and/or requests for debriefs related to solicitations.
 - iii. Fair competition
 - a. Non-Discrimination: Milwaukee County does not discriminate based on factors such as race, gender, religion, or nationality in the procurement process.
 - b. Competitive Bidding: Procurement opportunities are advertised publicly, allowing for fair and open competition among qualified contractors.
 - c. Conflict Resolution: Milwaukee County provides mechanisms for Contractor/Vendor/Supplier/Provider to raise concerns related to unfair competition, ensuring that grievances are addressed promptly and impartially.
 - 1. Protest procedures are spelled out in Chapters 32 and 110 of the Milwaukee County Ordinances
 - 2. Audit Services Division Hotline: 414-93-FRAUD
 - iv. Conflict of interest
 - a. Disclosure Requirement: Upon submission of a bid or proposal, the Contractor/Vendor/Supplier/Provider is required to disclose any potential conflicts of interest that may influence their ability to perform contractual obligations impartially.
 - b. Conflict Review Process: The Procurement Division and/or Contracting Department reviews disclosed conflicts of interest to assess their potential impact on contract performance and take appropriate mitigation measures.
 - c. Conflict Management Plan: In cases where conflicts of interest are identified, the Procurement Division and/or Contracting Department implements a conflict management plan to mitigate risks and uphold the integrity of the procurement process.
 - d. Escalation Process: Conflicts of interest should be resolved by the Contract Manager/Solicitation Administrator upon consultation with the Executive Secretary of the Ethics Board, if possible. If conflicts of interest remain unresolved despite the best efforts of those parties, a determination about resolution shall be made by the DAS Director.
- B. Responsibilities of Contractors/Vendors/Suppliers/Providers**
- i. Compliance with laws and regulations: Contractor/Vendor/Supplier/Provider generally contractually affirms compliance with relevant laws, regulations, and policies applicable to their obligations with Milwaukee County.

- ii. **Regulatory Monitoring:** Contracting Departments monitor contractor activities and ensure ongoing compliance with laws and regulations throughout the contract term.
 - iii. **Reporting and Investigation:** Contractor/Vendor/Supplier/Provider are required to promptly report any violations or potential non-compliance with laws and regulations to the Procurement Division or the Contracting Department, which takes appropriate action to address the issue. Procurement Division or the Contracting Department will inform the Audit Services Division of received reports.
 - iv. **Contractual Provisions:** Contracts with Milwaukee County include clauses that require contractors to adhere to ethical business practices.
- C. **Responsibilities of Milwaukee County Staff Conducting Procurement Activities**
- i. **Applicability**
 - a. This section shall apply to any Milwaukee County staff whose duties and responsibilities include the awarding or execution of contracts for the purchase of supplies, services, materials, and/or equipment, the construction of public works, and/or the sale or leasing of real estate.
 - ii. **Impartiality and fairness**
 - a. **Conflict of Interest Training:** Individuals performing procurement-related activities must undergo training to recognize and mitigate conflicts of interest that may compromise impartiality and fairness in procurement processes. This includes ethics training required of all employees through the Human Resources Learning and Development system. Procurement provides additional training for evaluation panel members.
 - b. **Fair Evaluation Criteria:** The Solicitation Administrator establishes clear and objective evaluation criteria for assessing solicitations to ensure fairness and consistency.
 - c. **Evaluation Panel Composition:** The Procurement Division forms evaluation panels comprising individuals with diverse expertise and perspectives to minimize bias and promote impartial decision-making. An [Evaluator Composition Exception Request Form](#) must be submitted for instances where an exception request is sought from the Milwaukee County department pursuing an RFP.
 - d. **Evaluation Transparency:** The Procurement Division or Contracting Department ensures transparency in the evaluation process by documenting evaluation criteria, scoring methodologies, and selection rationale, which are made available to all stakeholders upon request.
 - iii. **Conflict of Interest**
 - a. **Declaration and Mitigation:** Milwaukee County employees involved in procurement-related activities including competitive and non-competitive activities are required to disclose any personal or financial interests that may influence decision-making regarding Contractor/Vendor/Supplier/Provider selection or contract award. The Procurement Division works with the Executive Secretary of the Ethics Board to mitigate conflicts of interest among Milwaukee County employees involved in procurement-related activities.
 - iv. **Confidentiality**

- a. Confidentiality Agreement: Milwaukee County employees evaluating bids or proposals must sign confidentiality agreements to protect sensitive information obtained during procurement processes.
- b. Access Controls: Milwaukee County restricts access to confidential procurement information to authorized personnel only and implements access controls to prevent unauthorized disclosure or misuse of data.

D. Anti-Corruption Measures

- i. Prohibition of bribery
 - a. Policy Statement: Milwaukee County contracts require Contractor/Vendor/Supplier/Provider to affirm that, to the best of its knowledge, none of its officers, directors, partners, or employees directly involved in obtaining contracts have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government.
 - b. Zero-Tolerance Enforcement: Milwaukee County enforces a zero-tolerance policy for bribery and kickbacks, imposing severe penalties potentially including contract termination, debarment, and/or legal action.
- ii. Gifts and entertainment policy
 - a. Policy Guidelines: Milwaukee County establishes clear guidelines regarding the acceptance of gifts, hospitality, and entertainment by employees to prevent conflicts of interest or undue influence.
 - b. Reporting Requirements: Employees are required to report receipt of gifts, hospitality, or entertainment that may create the appearance of impropriety or compromise their independence and objectivity in decision-making.

E. Reporting Mechanisms

- i. Milwaukee County has whistleblower protection mechanisms to safeguard individuals who report concerns or suspected wrongdoing from retaliation or adverse consequences.
- ii. [Fraud Hotline](#): Milwaukee County Audit Services Division provides a confidential hotline or reporting mechanism for employees, Contractors/Vendor/Supplier/Providers, and stakeholders to report corruption concerns; instances of discrimination or unequal treatment; instances of dishonesty or unethical behavior; violations of the Contractor Code of Conduct; instances of bribery or kickbacks; or any other sensitive matters concerning the County's relationship with its contractors. The hotline accepts anonymous complaints and keeps information confidential to the fullest extent under the law and will refer as needed.
- iii. Investigation Protocol: Milwaukee County Audit Services Division initiates prompt and thorough investigations into reported corruption concerns.
- iv. Follow-Up Actions: Milwaukee County Audit Services Division ensures that appropriate follow-up actions are taken based on the findings of corruption investigations.

F. Debarment Procedures

- i. Grounds for debarment

Procedure #: 15.03	Procedure Title: Contractor Code of Conduct	Revision #: 1.0
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- a. Identification of Potential Grounds: Milwaukee County employees or other stakeholders may identify potential grounds for debarment, including but not limited to fraud, corruption, serious or repeated non-compliance with contractual obligations, unethical behavior, and repeated violations of the Contractor Code of Conduct.
- b. Investigation and Evidence Collection: The Procurement Division initiates an investigation into alleged misconduct or non-compliance by the Contractor/Vendor/Supplier/Provider, gathering evidence and documentation to support the grounds for debarment.
- c. Review and Evaluation: The Procurement Division escalates the findings to a three-person committee appointed by the Procurement Director and consisting of Department Directors or their designee(s) to evaluate the evidence and determine whether the Contractor/Vendor/Supplier/Provider actions meet the criteria for debarment outlined in the Contractor Code of Conduct. The committee shall not include the DAS Director, Corporation Counsel, or Comptroller as such individuals or their designee(s) as their impartiality must be preserved in the event they must advise about or make a final debarment determination as set forth below.
- d. Notice of Intent to Debar: If sufficient grounds are found, the Contracting Department issues a formal notice of intent to debar to the Contractor/Vendor/Supplier/Provider, outlining the specific allegations and providing an opportunity for the Contractor/Vendor/Supplier/Provider to respond.
- ii. Debarment process and timeline
 - a. Response Period: The Contracting Department provides the Contractor/Vendor/Supplier/Provider with a specified period to respond to the notice of intent to debar, during which they may submit written statements, evidence, or arguments in their defense.
 - b. Debarment Decision: After reviewing the contractor's response and considering all relevant factors, a committee consisting of the DAS Director, and Comptroller or designee(s) of such individuals makes a final decision on whether to proceed with debarment as set forth above. The Contractor/Vendor/Supplier/Provider is notified of the decision in writing, specifying the duration of the debarment period.
 - c. Debarment Notification: The Procurement Division posts the notification on its website and notifies relevant stakeholders, including other local government agencies and procurement officials, of the Contractor/Vendor/Supplier/Provider debarment status, ensuring that the Contractor/Vendor/Supplier/Provider is excluded from participating in future procurement opportunities during the debarment period.
 - d. Debarment Period: The debarment period commences on the date specified in the debarment decision and remains in effect for the duration determined by the debarment decision, which may vary depending on the severity of the misconduct or non-compliance.

G. Equal Opportunity and Non-Discrimination

- i. Policy Statement: Milwaukee County affirms its commitment to equal opportunity and non-discrimination in all aspects of procurement activities.
- ii. Non-Discrimination Clause: Contracts with Contractor/Vendor/Supplier/Provider include a non-discrimination clause that prohibits discrimination based on race, ethnicity, gender, sexual orientation, religion, disability, or any other protected characteristic.
- iii. Anti-Harassment Clause: Contractors/Vendors/Suppliers/Providers working on Milwaukee County property or on behalf of Milwaukee County are prohibited from engaging in activity that constitutes discrimination, harassment, or bullying. This includes any offensive conduct, offensive speech, or the display of signs, symbols, or objects that are offensive in nature.

H. Monitoring and Review Procedures

- i. Review Planning: Contracting Departments and the Procurement Division conduct periodic reviews of contractor activities, selecting review subjects based on risk assessment, performance metrics, and other relevant factors outlined within an executed contract and or agreement with the Contractor/Vendor/Supplier/Provider.
- ii. Review Execution: Reviewers have access to contractor documentation, records, and operations to verify compliance with contractual terms, applicable laws, regulations, and ethical standards.
- iii. Reporting and Follow-Up: Review findings are documented in reports, identifying areas of non-compliance, deficiencies, or opportunities for improvement, and are reported to the Procurement Division and or the Contracting Department to update the Contractor/Vendor/Supplier/Provider profile accordingly. The Procurement Division or Contracting Department, as applicable, communicates findings to the Contractor/Vendor/Supplier/Provider and initiates corrective actions as necessary to address identified issues.
- iv. The Audit Services Division may conduct performance audits in accordance with generally accepted government auditing standards related to Contractor/Vendor/Supplier/Provider activities on behalf of Milwaukee County.

5. REVISION HISTORY:

Rev. #	Summary of Changes	Date of Change	Author
1.0	New procedure	7/15/2024	Procurement Team
1.0	Change as a result of public comment: added anti-harassment clause	7/30/2024	AMOP Admin - US

Inmate Programs and Services

1000.1 PURPOSE AND SCOPE

The purpose of this policy is to establish the programs and services that are available to inmates. The programs and services exist to motivate offenders toward positive behavior while they are in custody. The policy identifies the role and responsibilities of the Inmate Programs Coordinator, who manages a range of programs and services.

1000.2 POLICY

The Milwaukee County Sheriff's Office will make available to inmates a variety of programs and services subject to resources and security concerns. Programs and services offered for the benefit of inmates may include faith-based services, library access, educational and alcohol and drug abuse recovery programs (Wis. Admin. Code DOC § 350.31).

1000.3 INMATE PROGRAMS/VOLUNTEER COORDINATOR RESPONSIBILITIES

The Inmate Programs/Volunteer Coordinator is selected by the Jail Commander and is responsible for managing the inmate programs and services, including the following:

- (a) Research, plan, schedule and coordinate security requirements for all inmate programs and services.
- (b) Develop programs and services as authorized by the Jail Commander.
- (c) Act as a liaison with other service providers in the community that may offer social or educational programs.
- (d) Develop, maintain and make available to inmates the schedule of programs and services.
- (e) Develop policies and procedures and establish rules for the participation of inmates in the programs and services, including notification of availability, eligibility and schedules (Wis. Admin. Code DOC § 350.31(2)).
- (f) Develop and maintain records on the number and type of programs and services offered, as well as inmate attendance at each offering.
- (g) Establish controls to verify that the content and delivery of programs and services are appropriate for the circumstances.
- (h) Accumulate data and prepare monthly and annual reports if directed by the Jail Commander.
- (i) Develop policies and procedures for conducting criminal background checks on all volunteers and community resources (see the [Volunteers Policy](#)) (Wis. Admin. Code DOC § 350.31(3)).
- (j) Ensure inmates are not denied access to educational programs based solely on their indigent status.

Milwaukee County Sheriff's Office

Custody Manual

Inmate Programs and Services

- (k) Maintain a register of all authorized volunteers, including address, email, and phone number.
- (l) Provide annual training and orientation sessions to current volunteers.

1000.4 SECURITY

All programs and services offered to benefit inmates shall adhere to the security and classification requirements of this facility. Program providers, counselors, and teachers are expected to control inmate behavior in conjunction with jail rules and to inform an officer as soon as possible in the event of inmate behavior problems. Program staff may be called as witnesses at inmate disciplinary hearings resulting from rule infractions occurring during programs.

To the extent practicable, the Inmate Programs/Volunteer Coordinator will develop individualized programs and services for inmates who are housed in high-security or administrative segregation.

1000.5 DISCLAIMER

Inmate programs are provided at the sole discretion of the Milwaukee County Sheriff's Office in keeping with security interests, available resources and best practices.

Nothing in this policy is intended to confer a legal right for inmates to participate in any program offered other than what is required by law or that which is medically required.

Staff and Inmate Contact

517.1 PURPOSE AND SCOPE

Interaction with inmates allows for continual assessment of the safety and security of the facility and the health and welfare of the inmates. However, inappropriate interaction can undermine security and order in the facility and the integrity of the supervision process.

This policy provides guidelines for appropriate and professional interaction between members and inmates, and is intended to promote high ethical standards of honesty, integrity, and impartiality as well as increase facility safety, discipline, and morale.

Violation of this policy may result in disciplinary action up to and including dismissal. Members who seek information or clarification about the interpretation of this policy are encouraged to promptly contact their supervisor.

517.2 POLICY

The Jail Commander shall ensure that inmates have adequate ways to communicate with staff and that the staff communicates and interacts with inmates in a timely and professional manner.

517.3 GENERAL CONDUCT GUIDELINES

Staff members are encouraged to interact with the inmates under their supervision on a continual basis and are expected to take prompt and appropriate action to address health and safety issues that are discovered or brought to their attention.

All custody staff, including support staff, contractors and volunteers, will at all times present a professional and command presence in their contact with inmates. Staff shall address inmates in a civil manner. The use of profanity or derogatory comments based on race, sex, age, personal appearance or sexual identity is strictly prohibited.

Written communication (request slips, inmate communication, grievances, rules infraction forms, disciplinary reports) shall be answered in a timely manner. Such communication shall be kept on file.

Custody staff shall not dispense legal advice, opinion, or recommend attorneys, bond agents or other professional services to inmates. Staff shall not allow personal feelings to interfere with the provision of their required functions or the legal rights of the persons incarcerated in this facility. Staff shall not become overly familiar with inmates or their families and friends.

Staff shall report all attempts to intimidate or instill feelings of fear to the supervisor.

While profanity and harsh language are prohibited, the Agency recognizes the necessity for staff to give inmates direction in a firm, determined and authoritative manner in order to maintain proper supervision and control. Authoritative directions to inmates are particularly indicated when activities or events pose a threat to the safety or security of this facility.

Also refer to the [Relationship subsection of the Standards of Conduct Policy](#).

Milwaukee County Sheriff's Office

Custody Manual

Staff and Inmate Contact

517.4 ANTI-FRATERNIZATION

Personal or other interaction not pursuant to official duties between facility staff with current inmates, inmates who have been discharged within the previous year, their family members, or known associates have the potential to create conflicts of interest and security risks in the work environment.

Members shall not knowingly maintain a personal or unofficial business relationship with any persons described in this section unless written permission is received from the Jail Commander.

Prohibited interactions include but are not limited to:

- (a) Communications of a sexual or romantic nature.
- (b) Salacious exchanges.
- (c) Sexual abuse, sexual assault, sexual contact, or sexual harassment.
- (d) Exchanging letters, phone calls, or other similar communications, such as texting.
- (e) Exchanging money or other items.
- (f) Extending privileges, giving or accepting gifts, gratuities, or favors.
- (g) Bartering.
- (h) Any financial transactions.
- (i) Being present at the home of an inmate for reasons other than an official visit without reporting the visit.
- (j) Providing an inmate with the staff member's personal contact information, including social media accounts.

517.4.1 EXCEPTIONS

The Jail Commander may grant a written exception to an otherwise prohibited relationship on a case-by-case basis based upon the totality of the circumstance. In determining whether to grant an exception, the Jail Commander should give consideration to factors including but not limited to:

- Whether a relationship existed prior to the incarceration of the inmate.
- Whether the relationship would undermine security and order in the facility and the integrity of the supervision process.
- Whether the relationship would be detrimental to the image and efficient operation of the facility.
- Whether the relationship would interfere with the proper discharge of, or impair impartiality and independence of, judgment in the performance of duty.

517.5 REPORTING

Members shall promptly report all attempts by inmates to initiate sexual acts or any salacious conversations, and forward any correspondence from an inmate or former inmate to the Jail Commander or the authorized designee.

Milwaukee County Sheriff's Office

Custody Manual

Staff and Inmate Contact

Members shall report all attempts by inmates to intimidate or instill fear to their supervisor.

Members shall promptly notify their immediate supervisor in writing if:

- A family member or close associate has been incarcerated or committed to the custody of the facility.
- The member is involved in a personal or family relationship with a current inmate or with an inmate who has been discharged within the previous year.

MILWAUKEE COUNTY
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee

Date

Printed Name/Signature of Contractor Representative

Date

Organization and Title of Contractor Representative



Request for Record Check

MCJ Access Authorization & Identification Card for Prospective County or Contract Employees

Last Name: _____ First Name: _____ Middle Initial: _____

Maiden Name: _____ DOB: _____ Sex: _____ Race: _____

Eyes: _____ Height: _____ Weight: _____ Hair: _____

Driver's License #: _____ State: _____ Social Security Number: _____

Employer/Department: _____ Position Title: _____

Ever lived in another state? Yes No If yes, please list: _____

INFORMATION RELEASE AUTHORIZATION

I authorize any official representative of the Milwaukee County Sheriff's Office Bearing or presenting this release, to obtain information and records, including copies of same if requested, pertaining to me and my personal background whether such information and records are public, private, favorable, unfavorable, or confidential in nature from any or all of the following sources. This release remains effective until you receive signed written instruction to the contrary.

1. Records maintained by any law enforcement agency, including but not limited to, records or arrest and/or conviction, juvenile records, or those relating to traffic violations.
2. Any court, Police Agency, or other location or criminal or misdemeanor records are kept.
3. Any Local, State, or Federal Governmental Agency.

(Applicant Signature)

(Date)

(Officer Signature)

(Date)

For MCSO Staff:

Request: Approved: _____ Denied: _____ Date: _____ By: _____

If denied, please give reason: _____



WISCONSIN TIME SYSTEM

Training Materials

TIME SYSTEM SECURITY AWARENESS HANDOUT

System Security

The TIME/NCIC Systems are criminal justice computer networks that provide access to sensitive and sometimes confidential information, such as driver's license records, criminal history records, wanted person records, etc. This information must be protected from those who would try to gain unauthorized access to the system and those who would use information obtained from the system for unauthorized purposes.

Various agencies have agreed to make their information available to law enforcement and criminal justice agencies via the TIME and NCIC Systems for the specific purpose of facilitating the administration of criminal justice. Any misuse of this information or violation of the understandings and policies of the system jeopardizes the availability of information for all participating agencies.

The FBI's CJIS Security Policy establishes *minimum* information security requirements to protect information sources, transmission, storage, and creation of criminal justice information. The TIME System has adopted the CJIS Security Policy as the TIME System Security Policy. Each agency and user accessing the system is responsible for ensuring the security of the system and criminal justice information.

Authorized Personnel

TIME/NCIC System information is only to be used by *authorized* law enforcement/criminal justice personnel for law enforcement/criminal justice purposes as outlined in the CJIS Security Policy Section 5.12. Authorized personnel are those that have undergone the required fingerprint-based background check, completed security awareness training and appear on the agency's list of authorized personnel.

System Usage

TIME/NCIC System information is ***only*** to be used by authorized law enforcement/criminal justice personnel for law enforcement/criminal justice purposes. Both conditions must be met. For example, a law enforcement officer may not obtain license plate/vehicle registration information for personal reasons.

Each criminal justice agency authorized to access the TIME/NCIC Systems is required to have a written policy for discipline of policy violators. Misuse of the TIME System or information obtained from it may be a violation of state or federal laws, and violations may subject individuals and agencies to criminal prosecution and/or other penalties. The unauthorized request, receipt, or release of TIME/NCIC System information can and *has* resulted in criminal/civil proceedings.

Physical Access & Visitors

Agencies must control all entrances to the secure area and must verify that an individual qualifies for access before granting admission. Remember, authorized personnel are those that have undergone the required fingerprint-based background check, completed security awareness training and appear on the agency's list of authorized personnel. If a person has not met these requirements, they may only access the secure area if they are escorted by someone who is authorized.

Before granting such a visitor escorted access to the secure location you should verify the visitor's identity. Visitors must be escorted at all times and visitor activity must be monitored.

Personnel should be aware of their surroundings and take steps to ensure unauthorized persons do not access criminal justice information or the TIME/NCIC Systems. This may include challenging or questioning unescorted subjects, verifying credentials of strangers, and/or ensuring visitors and other unauthorized users are not looking over someone's shoulder to get information. Numerous techniques and tools exist to help ensure the security of data. These may include the use of screensavers, screen shields, terminal location and positioning, etc.

Agency personnel should ensure that all people abide by entrance and exit procedures, visitor control, handling procedures, and access control points. Personnel should report violations or suspected violations, including areas that may not be secure.

Using publicly accessible computers to access, process, store or transmit criminal justice information is prohibited. Publicly accessible computers include, but are not limited to hotel business center computers, convention center computers, public library computers, public kiosk computers, etc.

Logins

A unique login ID is required for each individual who is authorized to store, process, and/or transmit criminal justice information. This includes all persons who administer and maintain the system/network that accesses and/or transmits TIME/NCIC information. Users are required to uniquely identify themselves before they are allowed to perform any actions on the system.

By logging into and accessing the system and the information contained therein, users are signifying their agreement to abide by all system policies and procedures and acknowledging the possible consequences of misuse of system resources or criminal justice information. *Users should protect their logins and not share them with anyone.* Users are responsible for any and all system activity that happens under their login.

If a user is unable to log in after five (5) consecutive invalid access attempts, their account will be automatically locked for at least ten (10) minutes unless released by an administrator. In addition, the system will initiate a session lock after a maximum of thirty (30) minutes of inactivity. The session lock will remain in effect until the user once again establishes access using appropriate login and authentication. In the interest of officer safety, devices that are part of a criminal justice conveyance, used to perform dispatch functions or designated solely for the purpose of receiving alert notifications and are staffed when in operation and located within a physically secure location are exempt from this requirement.

Passwords

Passwords used to access the TIME/NCIC Systems must meet specific standards to be secure passwords as presented in 5.6.2.1.1 (Basic Password Standards) or 5.6.2.1.2 (Advanced Password Standards) of the CJIS Security Policy.

Basic Passwords Standards: Passwords must be at least eight (8) characters, must not be a dictionary word or proper name, and cannot be the same as the user ID. Passwords must expire at least every 90 calendar days and cannot be identical to the previous ten passwords used. Passwords cannot be displayed on screen when entered and must not be transmitted in the clear outside the secure location. *Users should protect their passwords and not share them with anyone.*

Advanced Password Standards: Passwords shall be a minimum of twenty (20) characters in length with no additional complexity requirements imposed. Password verifiers shall not permit the use of a stored “hint” for forgotten passwords and/or prompt subscribers to use specific types of information when choosing a password. Verifiers shall maintain a list of “banned passwords” that contains values known to be commonly used, expected, or compromised. Verifiers shall compare the prospective passwords against the “banned passwords” list and reject prospective passwords which are part of the banned password list. Verifiers shall force a password change if there is evidence of authenticator compromise or every 365 days from the last password change. Verifiers shall use approved encryption and an authenticated protected channel when requesting passwords to protect against eavesdropping and Man-in-the-Middle (MitM) attacks. Verifiers shall store passwords in a manner that is resistant to offline attacks by salting and hashing the password using a one-way key derivation function when stored. Verifiers shall protect stored salt and resulting hash values using a password or PIN.

System users should be aware of subjects attempting to obtain computer system access or password/login information by using ‘social engineering’. Social engineering means manipulating people into doing something or divulging confidential information. This may include emails from unknown sources, email attachments containing spyware programs, telephone callers purporting to be from another authorized agency, etc. When in doubt, system users should verify the source or identity behind the email, telephone call, etc. before potentially misusing system resources or providing criminal justice information to unauthorized subjects.

Proper Handling of Criminal Justice Information

Information obtained via the TIME/NCIC systems, whether in paper form or saved digitally, must be stored in a secure area inaccessible to the public.

Criminal justice information obtained from the TIME/NCIC Systems should remain in the secure area unless there is specific authorization and procedures for taking the information out of the secure area. When TIME/NCIC information (paper or digital) is transported outside of the secure areas it must continue to be protected, thus transport of TIME/NCIC information is restricted to authorized personnel.

TIME/NCIC information must be securely disposed of when no longer needed. Destruction of paper information may be accomplished by shredding, incineration, etc. Digital media storing TIME/NCIC information (hard drives, flash drives, CD’s, etc.) must be sanitized or degaussed using approved sanitizing software that ensures a minimal 3-pass wipe. Inoperable digital media should be destroyed (cut up, smashed, shredded, etc.). The disposal or destruction of TIME/NCIC information must be witnessed or carried out by authorized personnel to avoid the possibility of inadvertent release of system information to unauthorized persons.

Dissemination of Criminal Justice Information

Any individual authorized to use the TIME/NCIC System who receives a request for system information from another individual must ensure the person requesting the information is authorized to receive the data. The correct Originating Agency Identifier (ORI) must be used in each transaction to identify the agency receiving the information to ensure the proper level of access for each transaction.

Each data service has its own rules for secondary dissemination of records, which may include requirements for logging, identification of the purpose of the request, and identification of the specific individual receiving the record. Most records may be legitimately disseminated to another criminal justice employee/agency when the purpose of the request is criminal justice related.

Any secondary dissemination of this information must meet state and federal statutes and/or regulations.

Criminal justice information obtained from the TIME/NCIC Systems may not be included in an internet email transmission unless the email is encrypted to the FIPS 140-2 standard. When email contains sensitive information, it should be standard practice to label those items as well.

Voice transmission of criminal justice information (via police radio, cellular phone, etc.) is exempt from the encryption and authentication requirements when an officer determines there is an immediate need for the information in a situation affecting the safety of the officer or the general public, or the information is needed immediately to further an investigation.

Fax transmission of criminal justice information is acceptable with certain encryption specifications. Fax transmission of criminal justice information over a standard phone line is exempt from encryption. If a facsimile server, application or service which implements email-like technology to send CJI to an external physically secure location, encryption requirements for CJI in transit must be met (CJIS Security Policy Section 5.10).

Criminal Justice Information that is introduced into the court system pursuant to a judicial proceeding and that can be released to the public via a public records request is not subject to the CJIS Security Policy.

Security Incidents & Response

A security incident is a violation or possible violation of policy that threatens the confidentiality, integrity or availability of criminal justice information. There has been an increase in the number of accidental or malicious computer attacks against both government and private agencies, regardless of whether the systems are high or low profile.

Indicators of a security incident may include system crashes without a clear reason, new files with novel or strange names appearing, changes in file lengths or modification dates, unexplained poor system performance, etc.

Personnel should know how to report a security incident, who to report an incident to, when to contact that person, and what basic actions to take in case of a suspected

compromise of the system. This may include contacting a supervisor, contacting on-call information technology staff, disconnecting the affected computer from the network, etc.

Agency staff should document any security incidents/possible security incidents, and promptly report incident information to the Crime Information Bureau. Evidence of the security incident may need to be collected and retained to conform to the rules of evidence in case of legal action (either civil or criminal).

Agencies must monitor physical access to the information system to detect and respond to physical security incidents, and wherever feasible the agency shall employ automated mechanisms to make security alert and advisory information available throughout the agency as appropriate.

Virus/Spam/Spyware & Malicious Code Protection

To ensure information security, agencies connecting to the TIME/NCIC Systems are required to have in place malicious code protection, virus protection, spam protection and spyware protection. Users should be cautious when downloading internet content or clicking on web-based pop-ups/windows, unknown emails, email attachments or embedded objects. Removable devices such as flash drives, CDs, etc. may also possibly introduce viruses/malware and caution should be used before they are introduced to the system. Follow your agency's policies regarding use of such items.

Technical Considerations

Mobile Devices – Handheld Devices, Laptops, etc.

As digital handheld devices continue to become more integrated into the mobile workforce, security measures must be employed since such devices may be used outside of physically secure locations. Wireless devices, even in physically secure areas, are susceptible to penetration, eavesdropping and malware. Furthermore, compromised or lost wireless devices may introduce risk to the overall security of an agency's network, criminal justice information and/or the TIME/NCIC Systems. The use of digital handheld devices and/or laptops to access TIME/NCIC information is allowed, provided the agency implements the security requirements for such access as outlined in the CJIS Security Policy. This may include mobile device management, advanced authentication, encryption, security-related updates, official use guidance, data at rest encryption, and prevention of data compromise in case of possible loss of the device. The requirement to use or not use advanced authentication is dependent upon the physical, personnel and technical security controls associated with the user location as specified in the CJIS Security Policy.

Personally-owned information systems shall not be authorized to access, process, store or transmit criminal justice information unless the employing agency has established and documented policies and procedures for such use. All devices must be authorized and must meet the requirements set forth by the CJIS Security Policy.

A personal firewall must be employed on all devices that are mobile by design (i.e. laptops, handhelds, personal digital assistants, etc.).

Mobile devices used to access the TIME/NCIC Systems may be agency-owned or personally-owned. Personally-owned equipment used to access the TIME/NCIC Systems or used to access data obtained from those systems must meet all the requirements set forth in the CJIS Security Policy. Agencies wishing to use personally owned devices for system access must first document the specific terms and conditions for such use. Such documentation should consider licensing issues, agency control, security requirements, and sanitization of the device if the owner no longer carries out law enforcement duties, etc.

Account Management

User logins/accounts should be kept current, when a user is terminated, leaves employment or job duties no longer require TIME/NCIC System access the user's system account should be disabled. An agency must validate system accounts at least annually.

User TIME/NCIC accounts will be assigned according to the principle of 'least privilege'. Least privilege means giving a user account only those privileges which are essential to perform assigned duties. Assigned authorizations will control access to the system and system information.

Users may only have one active computer session accessing the TIME/NCIC Systems at a time. Multiple concurrent active sessions for one user are prohibited unless the agency can document a business need for such multiple session access.

System Updates

Malicious code protection, virus protection, spam protection and spyware protection must be in place at critical points throughout the networks and on all workstations, servers, and mobile computing devices on the network. Malicious code protection must be enabled and must include automatic updates for all systems with Internet access. Agencies with systems not connected to the Internet must implement local procedures to ensure malicious code protection is kept current (i.e. most recent definitions update available). Resident scanning must be employed.

Agencies must monitor applications, services, and information systems containing software or components affected by recently announced software flaws and potential vulnerabilities resulting from those flaws. System patches shall be installed in a timely manner.

Backup & Storage Procedures

Agencies must consider the requirements for secure storage of digital media and hardware containing criminal justice information, and ensure that such backup procedures, archiving, and storage, whether centralized or de-centralized (off site) meet the security requirements outlined in the CJIS Security Policy.

TIME System Security Awareness Certification Statement

I certify that I have read and understand the contents of the TIME System Security Awareness handout and agree to follow all TIME/CJIS Systems requirements regarding the proper access to, use of, storage, and disposal of TIME/CJIS System information.

I understand that the criminal justice information made available via the TIME/CJIS Systems is sensitive and has potential for great harm if misused; therefore, access to this information is limited to authorized personnel. I understand that misuse of the TIME/CJIS systems or information received from these systems may subject me to system sanctions/penalties and may also be a violation of state or federal laws, subjecting me to criminal and/or other penalties. Misuse of the TIME/CJIS Systems includes accessing the systems without authorization or exceeding my authorized access level, accessing the systems for an improper purpose, using or disseminating information received from the systems for a non-work related or non-criminal justice purpose, etc.

Your signature:_____

Print your name:_____

Agency name:_____

Date:_____



Information Management Services Division

Department of Administrative Services

Title: Administrative Directive on Acceptable Use
Approval: Chief Information Officer

Issue Date: 04/15/2020
Supersedes: 08/24/2018

Contact	<p>IMSD Service Desk: Information Management Services Division Contact the Service Desk regarding requests, incidents, and approvals. Email: helpIMSD@milwaukeecountywi.gov Phone: 414-278-7888</p>
Definitions	<ol style="list-style-type: none"> 1) County: Milwaukee County Government 2) Directive: This Administrative Directive on Acceptable Use. 3) IMSD: Department of Administrative Services – Information Management Services Division 4) Information System: Hardware, Software, Data, Networks, Portable Devices and any other County data processing infrastructure, equipment, technology, components, information or material of any sort, on premises and in hosted services over the Internet (a.k.a. “in the Cloud”). <ul style="list-style-type: none"> ○ Hardware: Physical data processing components, goods or equipment of any sort owned or controlled by the County. Hardware includes Portable Devices. ○ Software: Data processing programs on or associated with Hardware, irrespective of where software resides or executes. ○ Data: Information, communication, material or graphics of any sort stored or transmitted electronically via the Information System. ○ Networks – Connecting systems that allow the Information System to communicate. This includes wireless networks. ○ Portable Devices – County portable Hardware, including cellphones, tablets and laptops. 5) User: Any person using Information System, including a County employee, vendor, consultant, contractor, vendor, and agent who is authorized to use County Information System.
Purpose	This Directive sets out acceptable uses of the County’s Information System.
IMSD Principles	<p>Everything on the Information System, whether job-related or personal, belongs to the County. The County is the sole owner of the Information System and all Data.</p> <p>The Information System is owned and controlled by the County and is provided to further the efficient operation of the County’s business. The Information System is not provided for inappropriate uses or for the personal convenience of Users.</p> <p>Users have no expectation of privacy when using the County Information System. The County Information System is subject to search at any time by the County or its agents, without notice to or permission of Users.</p> <p>All Data, whether or not “personal,” is subject to the County’s monitoring, review, deletion or collection at any time, without notice or permission, to</p>



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	<p>ensure compliance with this Directive, to comply with law enforcement requests, to complete an investigation, to defend the County in legal proceedings, to comply with open records requests or for any other reason consistent with the law. This includes documents, emails, texts, instant messages, graphics, photos or any other items.</p> <p>Any Data or Software created by a User in the scope of or related to the User's work for the County becomes the property of the County upon creation, and must not be copied or shared except to assist the User in the performance of her or his County work.</p>
Accountability and Enforcement	<p>County employees, contract workers or other non-employee Users (including vendors) will be required to acknowledge and sign this Directive.</p> <p>Failure to comply with this Directive will constitute action outside the scope of the User's County employment or obligations and may result in discipline up to and including termination of the User's employment or engagement.</p> <p>Failure to comply may also result in denial of access to the Information System.</p> <p>Federal law may also apply when the crime is committed on a computer or communications device that communicates to another device outside of the state.</p>



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<p>User Procedures and Conduct</p>	<p>1) The Information System</p> <p>a) Access</p> <ul style="list-style-type: none"> i) Only authorized Users may use the County Information System, and only through their own usernames, passwords and other means made available by the County. ii) Users must not knowingly share or allow the use of usernames and passwords with anyone, whether or not another User. iii) Users may access, use or share Data only to the extent authorized and necessary to fulfill assigned job duties. iv) Users are accountable for all work, transactions and communications under their usernames and passwords. v) Users are expressly prohibited from pursuing unauthorized access to restricted areas of the Information System and from accessing or trying to access, copy, alter or delete the Data of any other User without authorization. vi) Users requiring job access to material or sites otherwise prohibited under this Directive may submit a specific written request, approved by management, to IMSD for consideration. <p>b) Inappropriate Activity</p> <ul style="list-style-type: none"> i) Users are expressly prohibited from accessing, displaying, downloading or distributing any Data or material of any sort that could be deemed pornographic, racist, sexist, defamatory, discriminatory, harassing or otherwise offensive or in violation of County policies, resolutions or ordinances, state or federal law, or any other applicable law. ii) Users are expressly prohibited from using the County Information System to attempt to probe, scan, disable, overload or breach the security or authentication measures of any system or Network, either internally or externally. iii) Users are expressly prohibited from knowingly introducing or propagating any computer virus or other harmful feature in the Information System. Users must use extreme caution when opening e-mail attachments received from unknown senders, which may contain malicious content. A User who becomes aware of a virus or other harmful feature must immediately disconnect from all Networks, cease using the Information System and immediately report the discovery to the IMSD Service Desk (see Contact section). <p>c) Software</p> <ul style="list-style-type: none"> i) Only Software owned, licensed or authorized by the County may be installed or used on the Information System. Users are expressly prohibited from installing or attempting to install unauthorized Software. ii) Users must not download Software from the Internet unless specifically authorized to do so by IMSD. Users must not download or distribute pirated Software or Data.
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	<p>d) Data and Physical Security</p> <ul style="list-style-type: none"> i) Users must store all County-related Data in County designated storage locations where it can be backed up. No personal, non- County Data is to be stored on the Information System nor should the Information System be used to collect, store, transmit or transfer any type of personal data and information. ii) Any theft, loss or unauthorized disclosure of Data must be reported immediately to the IMSD Service Desk (see Contact section). iii) Any Data or material, including personal material, that is stored on the Information System is not private and is subject to County access and disclosure at any time, including to comply with law enforcement requests, to complete an investigation, or to defend the County in legal proceedings. iv) Users must take adequate steps to protect the physical security of the Information System by ensuring Portable Devices are securely stored when not in use and workstations are locked when left unattended. Any theft or loss of Hardware must be reported immediately to the IMSD Service Desk (see Contact section). v) Users must preserve all Data required to be retained under applicable law, resolution or policy. This includes emails, texts and, where possible, instant messaging where applicable. vi) Users who maintain “isolated” Data such as safe combinations, alarm codes, domain name registry passwords, administrative passwords, off-site storage access codes, etc., must contact the IMSD Service Desk (see Contact section) to ensure that duplicate copies of the information are securely maintained. <p>e) Portable or Mobile Hardware</p> <ul style="list-style-type: none"> i) Users who have been issued County Portable Hardware (such as smartphones, tablets, or network access devices) or access the County Information System remotely through any other personally owned Hardware that is approved by IMSD must ensure they are protected with a password or a passcode, and must secure the equipment when left unattended. ii) The theft or loss of any County- or personally owned portable or mobile Hardware (such as smartphones or tablets) that accesses the County Information System remotely must be reported immediately to IMSD Service Desk (see Contact section). iii) Users accessing County Information Systems through County-owned or personally owned mobile devices must comply with data protection laws and regulations. iv) Any mobile device that is used to conduct Milwaukee County business must be used appropriately, responsibly, and ethically in compliance with this Directive.
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	<p>v) Users using Portable or Mobile Hardware must comply with applicable laws and ordinances restricting mobile device usage while driving.</p> <p>vi) Under this Directive, users are not allowed to use mobile devices while operating a vehicle even where it is legal to do so.</p> <p>2) Email and Texting, Instant Messaging, Social Media and Internet</p> <p>a) General</p> <p>i) Users must not send sensitive or confidential Data over the Internet or via email without adequate protection securing the Data. Examples include credit card numbers, telephone calling card numbers, fixed passwords, health information or customer account numbers which relate to personal identification information or personal health information.</p> <p>ii) The Information System, including email, texting, etc., is not to be used to convey non-work-related information other than described in the section on <i>Incidental Personal Use</i>.</p> <p>b) Email and Texting</p> <p>i) Users must take care when using email or texting as a means of communication because, although often informal in nature, email communications may be subject to production in a legal action or Public Records request.</p> <p>ii) Users must not knowingly distribute or forward hoax virus warnings, chain letters, jokes, political commentaries, or similar unsolicited email or texts of any kind.</p> <p>iii) Users must not access any other User's email or texts without explicit authorization from that User (e.g. through Outlook delegates) or proper management permission.</p> <p>iv) Users must not send any email or text purporting to come from another User without explicit authorization from that User (e.g., through Outlook delegates).</p> <p>v) Users must not use personal email accounts to conduct ANY type of official County business.</p> <p>vi) Due to their disruptive effect, system-wide or "all user" messages or blasts are prohibited, except as part of the County's authorized emergency response efforts. Please note the County intranet may provide a suitable location for information of interest to all employees.</p> <p>c) Instant Messaging</p> <p>i) Users may access approved instant messaging services only for informal business communication like a quick phone call or quick in-person verbal communication, unless the content of the messages is subject to an instruction to preserve records and electronically stored information.</p> <p>ii) Users must communicate only with known and trusted correspondents via instant messaging</p>
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	<p>iii) Instant messages should not be used to transfer or record any substantive government information, because instant messages are not normally stored or saved.</p> <p>3) Internet and Intranet</p> <p>a) Business Internet Access</p> <p>i) When visiting an Internet site, information identifying a User's PC may be logged (i.e. cookies, temp files). Therefore, Users must assume they are identified as County employee or contractor or vendor and act appropriately at all times.</p> <p>ii) Users must not access websites, blogs, discussion forums, chat rooms or other locations that are inappropriate or have any content that could be construed as defamatory, harassing or otherwise offensive (e.g. pornography, bullying) or in violation of County policies.</p> <p>iii) Users must always exercise caution when using a County e-mail address to join networking sites. While such use may be appropriate as part of job duties for some (e.g. LinkedIn), for others this may not be the case.</p> <p>iv) Users accessing a web site must comply with its terms and conditions. Users may not infringe copyrights or other protections.</p> <p>v) Users may not use the Information System to download, play or store personal photographs, music or video files (e.g. MP3, MP4) due to capacity, copyright and legal issues. Personal photographs, music and video files will be deleted from County servers when found. Users may not stream video or audio (e.g., Internet radio, Pandora, sports video) whose content is not directly related to the business of Milwaukee County Government.</p> <p>vi) The County routinely blocks access to Internet sites that are deemed to be inappropriate or to pose an information security threat to the County. Access is prohibited. Any attempts to access blocked Internet sites are monitored and recorded. Persistent attempts to access blocked sites may result in discipline or termination.</p> <p>vii) The County may monitor and disclose User's Internet activity to ensure compliance with this Directive or for any other purpose permitted or required by law.</p> <p>b) Social Media or Networking Sites</p> <p>i) Users must be mindful of, and clear about, the capacity in which they are participating. Only authorized County spokespersons should make statements on social media sites on behalf of the County.</p> <p>ii) Social media or networking sites may be accessed only as needed for the User's job. Personal use of social media on the Information System is prohibited.</p> <p>iii) Interactions on social media or networking sites must comply with all County policies.</p>
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4) Incidental Personal Use

- i) Incidental Personal Use of the Information System consists of **occasional, brief** use of the Information System (including email or Internet) for **short, routine, non-sensitive, non-confidential** communications. For illustration, this might include: an email to check on a child's arrival home from school, an email to meet someone for lunch, a quick check of the Internet for weather or news.
- ii) Incidental Personal Use is permitted. This use is at the absolute discretion of the County and no User may expect or claim such personal use as a right or expect such use to be private. Excessive use or other abuse may result in discipline or termination.
- iii) Incidental Personal Use is not allowed if it interferes with the performance of the User's duties, exposes the County to expense or liability, or is unlawful for the County.

5) Prohibited Uses

In addition to prohibited activity set out elsewhere, the following are also expressly **prohibited**:

- i) Users are prohibited from using the Information System for solicitations for outside organizations, political or religious causes, or with the operation or management of any business other than that of the County.
- ii) Users are prohibited from using the Information System for personal online shopping, personal online sales, or other online transactions. Users may use the Information System for occasional, brief access of online services such as online banking, using the User's personal email and account information.
- iii) Users are strictly prohibited from using County email addresses for non-County business. For example, a County email address may not be used for personal online shopping or financial transactions, personal blog or bulletin board memberships, personal email alerts from merchants or teams, etc., or as part of a payment such as PayPal.
- iv) A County email address may not be used as a User's personal address for: Facebook, social media, Twitter or similar services, online subscriptions, game systems, online gaming or gambling, couponing, or contests and sweepstakes.
- v) Use of the Information System for gambling of any sort (including "social" gambling or office pools), games of chance or games of skill, online video games, lotteries, or sweepstakes is strictly prohibited.
- vi) Personal, offensive or inappropriate use of webcams, video conferencing equipment, recording devices or microphones is prohibited.
- vii) Child pornography is illegal. The use of County technology resources or privately-owned devices that are attached to the County network to store, display, or disseminate pornographic or other sexually explicit content is



Information Management Services Division

Department of Administrative Services

	strictly prohibited. Any such use must be and will be reported immediately to the Milwaukee County Sheriff's Office and/or the Milwaukee County District Attorney Office.
Reporting Violations	<p>Users or any other County employees are required to report violations, or suspected violations of the Acceptable Use directives. Violations may expose the County to a host of legal and information security risks. Activities that should immediately be reported to a manager or supervisor include, but are not limited to:</p> <ol style="list-style-type: none"> 1) attempts to circumvent established computer security systems 2) use or suspected use of virus, Trojan horse hacker programs or any other intrusive program 3) obtaining or trying to obtain another User's password 4) using the computer to make harassing or defamatory comments or to violate Milwaukee County's Harassment Policy or Milwaukee County Civil Service Rules 5) illegal conduct of any kind. <p>Reported violations will be investigated. Failure to adhere to this reporting policy may result in discipline, up to and including termination of user's employment or engagement.</p> <p>Users or employees who, in good faith, report violations or suspected violations will be protected from retaliation. However, Users or employees who falsely accuse another of violations without a good faith basis for such accusation are also subject to discipline, up to and including termination of employment or engagement.</p>
Reporting Lost or Stolen Devices	All lost, or stolen devices, or devices that have gone missing, must be reported as soon as possible to the IMSD Service Desk (see Contact section) and to your manager or supervisor.



Information Management Services Division
Department of Administrative Services

MILWAUKEE COUNTY

ADMINISTRATIVE DIRECTIVE ON ACCEPTABLE USE OF INFORMATION TECHNOLOGY

STATEMENT

I acknowledge that I am in receipt of Milwaukee County's Administrative Directive on Acceptable Use of Information Technology and that violations of my obligation to adhere to this directive may result in corrective action, including termination from Milwaukee County service or immediate termination of vendor contract with Milwaukee County. I also understand that violations of this directive on my part may result in Milwaukee County taking action that will deny me access or rights to any of Milwaukee County's technology resources.

I acknowledge that I have read and will comply with this administrative directive.

Signature

Print Name

Date



Information Management Services Division

Department of Administrative Services

Title: Administrative Directive on Remote Network Access

Issue Date: 04/15/2020

Approval: Chief Information Officer

Supersedes: 9/17/2015

Definitions:	<ul style="list-style-type: none"> • County: Milwaukee County Government • Directive: This Administrative Directive on Remote Network Access • IMSD: Department of Administrative Services – Information Management Services Division • Information System: Hardware, Software, Data, Networks, Portable Devices and any other County data processing infrastructure, equipment, technology, components, information or material of any sort, on premises and in hosted services over the Internet (a.k.a. “in the Cloud”). • Hardware: Physical data processing components, goods or equipment of any sort owned or controlled by the County. Hardware includes Portable Devices. • Software: Data processing programs on or associated with Hardware, irrespective of where software resides or executes. • Data: Information, communication, material or graphics of any sort stored or transmitted electronically via the Information System. • Networks: Connecting systems that allow the Information System to communicate. This includes wireless networks. • Portable Devices: County portable Hardware, including cellphones, tablets and laptops. • Remote Access: A secure connection to the County network in order to access resources that are not otherwise publicly available, from a computer that is not directly connected to the Milwaukee County network. • User: Any person using Information System, including a County employee, consultant, contractor, Vendor, and agent who is authorized to use County Information System. • Vendor: A party in the supply chain that provides goods and services to the County; a third party or independent business partner.
Purpose:	<p>This directive defines the requirements for remote access to County networks and systems from outside networks, computers, and agencies.</p> <p>Access to publicly available web services is not considered “remote access” for the purposes of this directive.</p>
Requesting Remote Access:	<p>All remote access must be justified by a business need. Requests that do not clearly specify the business need will be rejected. Remote access is granted on a least-privilege basis. That means that a valid request must also include the exact County resources to which the requestor needs remote access.</p> <p>Access will be granted to these resources only, and all requests for additional remote access must go through the same procedure.</p> <p><u>Remote access for County employees and contractors will be provided using</u></p>



Information Management Services Division

Department of Administrative Services

	<p><u>County-owned computers with IMSD-approved remote access software. Any exceptions to this directive must have an approved business need (see "Approved Business Need" section below.)</u></p> <p><u>Remote access for vendor users must use a computer that meets IMSD security requirements and uses the IMSD-approved remote access software.</u></p> <p>A request for remote access must be sent to the IMSD Service Desk and must include the following information for each individual person who will need access: Name, email address, contact phone number, department or company/agency, County resources to be accessed remotely, contract expiration date if this need is based on a support or other contract with a defined end date.</p> <p>Each request will be reviewed by IMSD business analysts to validate the business need and ensure that the collected information is complete and accurate. After this review is complete, and the business analyst approves the request, the IMSD Service Desk will send the County remote access agreement to be signed by all requestors. This will be placed on file prior to user accounts being created.</p>
Security Requirements:	<p>All User accounts for non-County Users requesting remote access will be configured to be disabled at all times, unless an approved business need exists. When a User requires remote access for any purpose, they will need to contact the IMSD Service Desk and provide the reason they are accessing the network. This will be reviewed, and if valid the User account will be enabled for the appropriate amount of time based on the need.</p> <p>In cases where an approved business need exists for the account to be kept enabled, an expiration date will still be applied for no more than a one-year duration. After each year the account shall be reviewed to ensure that the business need is still valid, and contact information is still accurate.</p> <p>A malware protection product must be installed on all remote devices running Microsoft Windows as the operating system. This product is preferably a behavioral analysis malware prevention solution or minimally must be receiving virus definition updates at an interval no longer than every day.</p> <p>Split tunneling (allowing access to the County network and to the remote user's local network simultaneously) will be disabled for all remote Users unless an approved business need exists. Convenience in more efficiently accessing documents or data on the remote network is not an approved business need for the purposes of this section.</p> <p>Remote Users are not permitted to share their login credentials, nor write them down or keep them in an electronic file in any unencrypted form.</p> <p>Remote Users (including the vendor company representative) are required to</p>



Information Management Services Division

Department of Administrative Services

	<p>notify the IMSD Service Desk immediately when a User is leaving their company or agency, changing roles that no longer requires remote access, contract expiration, loss or theft of a device that has been configured for remote access to the County network, or suspected loss or theft of user credentials and passwords.</p>
<p>Web or Client Based Remote Access Tools:</p>	<p>Web or client based remote access tools (examples: LogMeIn, TeamViewer, GoToMyPC) are not allowed to be used on the Milwaukee County network without express written permission from IMSD. Permission will generally be granted for isolated, vendor supported systems. Permission may be denied for remote access to Milwaukee County PCs. To apply for permission to use a web or client based remote access tool please submit your request and business need to the IMSD Service Desk.</p>
<p>Change Management:</p>	<p>Milwaukee County enforces a change management process for all IMSD managed systems. Any change to production environments requires approval by this process prior to proceeding. You are responsible for following this process when connecting to Milwaukee County systems. If you are unfamiliar with this process, please work with the IMSD business analyst for the department you are working for prior to making any changes to systems. If you do not know who this is, please contact the IMSD Service Desk.</p> <p>All exceptions made to the User account disabled rule will require the remote access requestor to read, understand, and sign off on the Milwaukee County change management policy.</p>
<p>Approved Business Need:</p>	<p>All exceptions to this directive, or any subsections that require an "approved business need", will be approved by the following process: exception submitted to IMSD business analyst for the requesting department/division, if business analyst agrees, request will then be submitted to Connectivity manager and reviewed, if manager agrees, request will be submitted to County's Chief Technology Officer for final approval.</p>
<p>Contact:</p>	<p>IMSD Service Desk at imsdhelp@milwaukeecountywi.gov or call 414-278-7888.</p> <p>Urgent requests or security incidents should be reported via phone call for the fastest response.</p>



Information Management Services Division

Department of Administrative Services

MILWAUKEE COUNTY ADMINISTRATIVE DIRECTIVE ON REMOTE NETWORK ACCESS

STATEMENT

I acknowledge that I am in receipt of Milwaukee County's Administrative Directive on Remote Network Access and that violations of my obligation to adhere to this directive may result in corrective action, including termination from Milwaukee County service or immediate termination of the vendor contract with Milwaukee County. I also understand that violations of this directive on my part may result in Milwaukee County taking action that will deny me remote network access to Milwaukee County's technology systems.

I acknowledge that I have read and will comply with this administrative directive.

Signature

Print Name

Date

CONTRACT FORM 1684 R9		Hover over the red triangles below for help		INFOR CONTRACT NUMBER							
				3526							
CONTRACT TYPE (select one)		CONTRACT CLASSIFICATION (AGENCY) (select one)		DEPARTMENT'S INTERNAL CONTRACT NUMBER if applicable							
PRICE AGREEMENT		400 SHERIFF		Bonfire 121713							
A professional services contractor shall not perform any work unless or until all appropriate officials have signed a written contract.											
Will all signers fully sign this contract before work is performed?				<div>NO</div>							
If responding NO, please provide supporting documentation.											
Did you obtain Board approval or passive review to enter into this contract or amendment or extension? Select one:											
<div><div>YES</div><div>If yes, attach and list Legistar File: 22-318</div><div>Date Approved or Reviewed: 3/17/2022</div></div> <div><div>NO</div><div>If yes, attach and list Mental Health Board Agenda Item:</div><div>Date Approved or Reviewed:</div></div> <div><div>NO</div><div>If no, why is Board approval not required?</div><div></div></div>											
SUPPLIER NAME			SUPPLIER NUMBER								
Allied Universal Security Services			1760								
VENDOR NAME			VENDOR NUMBER								
Allied Universal Security Services			103662								
CONTRACT NAME				CHARACTERS							
2025 - Allied Universal - Service Agreement - Secure Transportation Management - Joint Corrections (MCSO)				105							
DESCRIPTION (If applicable, preface with Amendment _ to) Year - Contract label - for (summarize scope of services) - Further summarize the scope. Summarize actions taken by any amendment. DocuSign Envelope _											
Amendment 7 to the 9/1/2016 Inmate Transportation Services Contract including secure transportation, physical control, staffing, and vehicles. File 22-318 authorized Amendment 3 allowing the ongoing month-to-month extensions and capped compensation at \$2,713,481.20 for 2022. The County intended to stay within that cap despite the additional services added by Amendment 4. Amendment 5 (6) increases the hourly rates that the County will pay. MCSO estimates that Amendment 5 (6)'s hourly rate increases may result in MCSO paying \$51,716 more in 2023 than it would have under the previous hourly rates but will remain under the adopted cap of \$2,713,481.20. Amendment 7 increases the hourly rates that the County will pay, re-aligns the transportation officer position requirements with the County's Correctional Officer position requirements, removes the requirement for any specific number of staff in favor of staffing hours, and establishes clearer overtime billing requirements. MCSO estimates that Amendment 7's hourly rate increases may result in MCSO paying more in 2025 than it would have under the previous hourly rates but will remain under the adopted cap for these services in the 2025 budget. Amendment 7 will run from January of 2025 until December of 2025, terminating upon successful transition to the winner of the December 2024 RFP. DocuSign Envelope: 64a959da-4e36-422a-a339-64ca5d4eee06											
<div><div><div><div>EFFECTIVE DATES:</div><div>Effective Date</div><div>Expiration Date</div></div><div>9/1/2016</div><div>Until a new contract award and transition period (approx. mid-2025)</div></div><div><div>LENGTH OF CONTRACT (IN MONTHS)</div><div>16 + continued for 12 + 12 extended 12 + renewed month-to-month beginning 9/27/23, est. 24 - 27</div></div><div><div>AMENDMENT ONLY: DOLLAR CHANGE</div><div>\$2,713,481.20</div></div><div><div>TOTAL CONTRACT AMOUNT</div><div>\$28,701,798.66</div></div></div>											
ACCOUNTING INFORMATION											
Year to be Encumbered or earned	Line No.	Agency	Org.	Account	Activity	Function	Reporting Category	Project / Job / Grant	Fund	Item Description	Amount to be Encumbered or Earned
2016		400	4036	60807					10001	Original Agreement - Initial Term	\$868,597.92
2017		400	4036	60807					10001	Original Agreement - Initial Term	\$2,605,793.88
2018		400	4036	60807					10001	Original Agreement	\$2,605,793.88
2019		400	4036	60807					10001	Original Agreement	\$2,605,793.88
2020		400	4036	60807					10001	First Extension Option	\$2,794,206.00
2021		400	4036	60807					10001	Amendment 2 - Month-to-Month Renewal	\$2,794,206.00
2022		400	4036	60807					10001	Amendment 3 - Month-to-Month Extension	\$2,713,481.20
2023		400	4036	60807					10001	Amendment 4 - Add Juvenile Transports	-
2024		400	4036	60807					10001	Amendment 3-permitted Extension;- Amendment 5 - Labor Rate Increase	\$2,713,481.20
2025		400	4036	60807					10001	Extension;Amendment 7 - Labor Rate Increase	\$2,713,481.20
If a Grant or Revenue Contract: COUNTY MATCH/RESPONSIBILITIES											
Lael MacLellan		3/11/2025		Manager - Contracts, DAS - Procurement							
Prepared By		Date Prepared or Corrected		Title							
Brian Barkow		3/12/2025		Sheriff's Office - Chief Deputy							
Signature of person with signature card authority to commit these funds		Date		Title							
If this contract commits funds from multiple areas and if the signer above does not have authority for all areas, then request an additional signature of an authorized signer below.											
Signature of person with signature card authority to commit these funds		Date		Title							
The County does not prepay for services. Draft the contract to require the Contractor to invoice the County once services are provided.											
Print this page as a pdf. Upload the pdf to the DocuSign envelope that contains your contract or amendment. Use DocuSign to obtain the Signature of the person with signature card authority to sign contracts that commit these funds.											



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC 30 South 17th Street Philadelphia, PA 19103 Attn: Philadelphia.certs@marsh.com / Fax: (212) 948-0360 CN118025105--All-25-26	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Marsh U.S. Operations</td> </tr> <tr> <td>PHONE (A/C, No, Ext): 866-966-4664</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: Philadelphia.Certs@marsh.com</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Indian Harbor Insurance Company</td> <td style="text-align: center;">36940</td> </tr> <tr> <td>INSURER B: Greenwich Insurance Company</td> <td style="text-align: center;">22322</td> </tr> <tr> <td>INSURER C: XL Insurance America</td> <td style="text-align: center;">24554</td> </tr> <tr> <td>INSURER D: Indemnity Insurance Company of North America</td> <td style="text-align: center;">43575</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME: Marsh U.S. Operations		PHONE (A/C, No, Ext): 866-966-4664	FAX (A/C, No):	E-MAIL ADDRESS: Philadelphia.Certs@marsh.com		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Indian Harbor Insurance Company	36940	INSURER B: Greenwich Insurance Company	22322	INSURER C: XL Insurance America	24554	INSURER D: Indemnity Insurance Company of North America	43575	INSURER E:		INSURER F:	
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INSURER D: Indemnity Insurance Company of North America	43575																				
INSURER E:																					
INSURER F:																					
INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428																					

COVERAGES**CERTIFICATE NUMBER:**

CLE-006758243-20

REVISION NUMBER: 6

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY <input checked="" type="checkbox"/> SIR \$1,750,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			RES943799405	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 30,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 30,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 30,000,000 GENERAL AGGREGATE \$ 55,000,000 PRODUCTS - COMP/OP AGG \$ 55,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			RAD943781808	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			XSM G72500027 005 Excess of General Liability, Auto Liability, and Workers' Comp	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	RWD300120309 (AOS) RWR300120409 (WI)	01/01/2025	01/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			RES943799405	01/01/2025	01/01/2026	Limit 2,000,000 SIR 1,750,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job: Milwaukee County Sheriff's Office.

Milwaukee County is included as additional insured (except workers' compensation and crime) where required by written contract. Liability coverage shall be primary and non-contributory where required by written contract. Waiver of subrogation is applicable where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Milwaukee County Risk Manager County Milwaukee Courthouse Room 302, 901 N. 9th Street Milwaukee, WI 53233	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: right;"><i>Marsh USA LLC</i></p>
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ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA LLC		NAMED INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Second Layer Excess
Policy No.: 0313-6590
Carrier: Allied World Surplus Lines Insurance Company
Effective Date: 01/01/2025
Expiration Date: 01/01/2026
\$10,000,000 each occurrence
\$10,000,000 aggregate
Limit excess of \$10M

Excess Workers' Compensation
Policy No.: RWE943548209
Insurer: XL Specialty Insurance Company
Effective Date: 01/01/2025
Expiration Date: 01/01/2026
Limit:
Employers Liability Each Accident: \$1,000,000
Employers Liability Disease-Policy Limit: \$1,000,000
Employers Liability Disease-Each Employee: \$1,000,000
SIR: \$1,000,000

Crime
Policy No.: 01-468-22-46
Insurer: National Union Fire Insurance Co.
Effective Dates: 08/15/2024 - 08/15/2025
Limit:
Employee Theft or Dishonesty: \$2,000,000
Clients' Property: \$2,000,000
Deductible: \$750,000

Contractors Pollution Liability
Policy No.: CPO13303734
Insurer: Commerce and Industry Insurance Company
Effective Dates: 01/01/2024 - 01/01/2026
Limit: \$5,000,000
Deductible: \$250,000

The General Liability and Professional Liability policies evidenced above share in the limits shown. The limits do not apply separately to the individual coverages

Allied Universal - List of Additional Insured
Last Updated December 20, 2024

Adesta LLC
Advent Systems, LLC
Advent Systems, LLC, dba Allied Universal
Technology Services
Allied Universal Compliance and Investigations,
Inc.
Allied Universal Compliance and Investigations,
Inc., fka G4S Compliance & Investigations, Inc.
Allied Universal Event Services, Inc.
Allied Universal Executive Protection and
Intelligence Services, Inc.
Allied Universal Executive Protection and
Intelligence Services, Inc. f/k/a AS Solution
North America, Inc.
Allied Universal Finance Corporation
Allied Universal Holdco LLC
Allied Universal Risk Advisory and Consulting
Services, Inc.
Allied Universal Risk Advisory and Consulting
Services, Inc. f/k/a Andrews International
Government Services, Inc.
Allied Universal Sideco, Inc.
AlliedBarton (NC) LLC
AlliedBarton (NC) LLC, dba Allied Universal
Security Services
AMAG Technology, Inc.
American Security Programs, Inc.
Clean Sweep Building Services, LLC
FJC Security Services, Inc.
FJC Security Services, Inc., dba Allied Universal
Security Services
G4S Holding One LLC
G4S Retail Solutions (Canada) Inc.
G4S Retail Solutions (Canada) Inc. dba
Deposita, an Allied Universal Company
G4S Retail Solutions (USA) Inc.
G4S Retail Solutions (USA) Inc., dba Deposita,
an Allied Universal Company
G4S Secure Integration LLC
G4S Secure Integration LLC dba Allied
Universal Technology Services
G4S Secure Solutions International Inc.
G4S Secure Solutions (Puerto Rico) Inc.
G4S Secure Solutions (USA) Inc.
G4S Secure Solutions (USA) Inc., dba Allied
Universal
G4S Technology Software LLC
Guardsmark (Puerto Rico), LLC
Guardsmark (Puerto Rico), LLC, dba Allied
Universal Security Services, LLC
Guardsmark (Puerto Rico), LLC, dba Universal
Protection Service, LLC

Intelligent Access Systems of North Carolina,
LLC
Intelligent Access Systems of North Carolina,
LLC, dba Allied Universal Technology Services
Michael Stapleton Associates, Ltd.
Michael Stapleton Associates, Ltd., dba MSA
Security
Michael Stapleton Associates, Ltd. dba Allied
Universal Enhanced Protection Services
MSA Investigations, Inc.
MSA Investigations, Inc. dba Allied Universal
Enhanced Protection Services
MSA Security Canada Limited
MSA Security Limited
MSAS Parent Inc.
Naki Cleaning Services, LLC
Peoplemark, Inc.
Peoplemark Inc. dba Allied Universal Workforce
Solutions
Renaissance Center Management Company
RONCO Consulting Corporation
Securadyne Systems Intermediate LLC
Securadyne Systems Intermediate LLC, dba
Allied Universal Technology Services
Securadyne Systems Texas LLC
Securadyne Systems Texas LLC, dba Allied
Universal Technology Services
SFI Electronics, LLC
SFI Electronics, LLC, dba Allied Universal
Security Systems
SFI Electronics, LLC, dba Allied Universal
Technology Services
SFI Electronics, LLC, dba Universal Protection
Security Systems
SOS Security LLC
SOS Security LLC, dba Allied Universal Risk
Advisory and Consulting Services
SOS Security LLC, dba Allied Universal Security
Services
Spectaguard Acquisition LLC
Staff Pro Inc.
Staff Pro Inc., dba Allied Universal Event
Services
Titania Insurance Co. of America
U.S. Security Associates Holding Corp.
Universal Building Maintenance, LLC
Universal Building Maintenance, LLC, dba Allied
Universal Janitorial Services
Universal Building Maintenance, LLC, dba Allied
Universal Landscaping Services
Universal Group Holdings LLC
Universal Protection GP, Inc.

Allied Universal - List of Additional Insured
Last Updated December 20, 2024

Universal Protection Security Systems, LP
Universal Protection Security Systems, LP, dba
Allied Universal Security Systems
Universal Protection Security Systems, LP, dba
Allied Universal Technology Services
Universal Protection Service of Canada
Corporation
Universal Protection Service of Canada
Corporation, dba Allied Universal Security
Services of Canada
Universal Protection Service of Canada
Corporation, dba Allied Universal Technology
Services
Universal Protection Service, LLC
Universal Protection Service, LLC, dba Allied
Universal Risk Advisory and Consulting Services
Universal Protection Service, LLC, dba Allied
Universal Security Services
Universal Protection Service, LLC, dba Allied
Universal Security Services, LLC
Universal Protection Service, LP
Universal Protection Service, LP, dba Allied
Universal Risk Advisory and Consulting Services
Universal Protection Service, LP, dba Allied
Universal Security Services
Universal Protection Service, LP, dba Allied
Universal Security Services, LP
Universal Services of America, LP
Universal Services of America, LP, dba Allied
Universal
Universal Thrive Technologies, LLC
Universal Thrive Technologies, LLC, dba Allied
Universal Monitoring and Response Center
Universal Thrive Technologies, LLC, dba Allied
Universal Technology Services
Universal Thrive Technologies, LLC, dba Thrive
Intelligence
UPSH Inc.
USA GP Sub LLC
USA Intermediate, Inc.
USAGM Acquisition, LLC
Vance Executive Protection, Inc.
Vance International Consulting, Inc.

POLICY NUMBER: RAD943781808

XIC 414 1013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Schedule

Additional Insured(s)	Work
Any person or organization you have agreed to include as an additional insured under written contract, provided such contract was executed prior to the date of loss.	All Operations

COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured, is amended to include as an "insured" the person or organization listed in the Schedule above, but only with respect to liability for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or
2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

in the performance of your work as described in the Schedule above.

In no event shall any person or organization listed in the Schedule become an "insured" pursuant to this Endorsement if such person or organization is solely negligent.

IT IS FURTHER AGREED THAT IN NO EVENT SHALL ANY CONTRACT OR AGREEMENT ALTER THE CONDITIONS, COVERAGES OR EXCLUSIONS SET FORTH IN THIS POLICY.

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: RAD943781808

COMMERCIAL AUTO
CA 04 44 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: ALLIED UNIVERSAL TOPCO, LLC**Endorsement Effective Date:** January 1, 2025**SCHEDULE****Name(s) Of Person(s) Or Organization(s):**

Any person or organization where waiver of our right to recover is required by written contract with such person or organization provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

ENDORSEMENT #050

This endorsement, effective on 01/01/2025 at 12:01 A.M. standard time, forms a part of
Policy No. RES943799405 of the INDIAN HARBOR INSURANCE COMPANY
Issued to ALLIED UNIVERSAL TOPCO, LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. SECTION II - Who Is an Insured is amended to include as an additional insured a person(s) or organization(s) who is required to be added by written contract or written agreement which does not require that a specific form number be used.

B. The insurance provided to additional insureds applies only to "bodily injury", "property damage", "professional liability" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf

In the performance of your ongoing operations for the additional insured; or "your work" performed for that

additional insured and included in the "products-completed operations hazard"

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay

on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim.
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured also has rights an insured or additional insured.

E. This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions remain as written.

ENDORSEMENT #024

This endorsement, effective on 01/01/2025 at 12:01 A.M. standard time, forms a part of
Policy No. RES943799405 of the INDIAN HARBOR INSURANCE COMPANY
Issued to ALLIED UNIVERSAL TOPCO, LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of person or Organization:

Where required by written contract.

(If no entry appears above, information required to complete this endorsement will be shown in the
Declarations as applicable to this endorsement)

The TRANSFER OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – CONDITIONS) is amended by
the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule
above because of payments we make for injury or damage arising out of your ongoing operations or “your
work” done under a contract with that person or organization and included in the “products-completed
operations hazard.” This waived applies only to the person or organization shown in the Schedule above.

All other terms and conditions remain as written.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization where waiver of our right to recover is required by written contract with such person or organization provided such contract was executed prior to the date of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01-01-2025

Policy No. RWD3001203-09

Endorsement No.

Insured Allied Universal Topco, LLC

Insurance Company
XL Insurance America, Inc.

Countersigned by



WC 00 03 13
(Ed. 4-84)

CONTRACT FORM 1684 R9		Hover over the red triangles below for help		INFOR CONTRACT NUMBER							
				3526							
CONTRACT TYPE (select one)		CONTRACT CLASSIFICATION (AGENCY) (select one)		DEPARTMENT'S INTERNAL CONTRACT NUMBER if applicable							
PRICE AGREEMENT		400 SHERIFF		Bonfire 121713							
A professional services contractor shall not perform any work unless or until all appropriate officials have signed a written contract.											
Will all signers fully sign this contract before work is performed?				<div>NO</div>							
If responding NO, please provide supporting documentation.											
Did you obtain Board approval or passive review to enter into this contract or amendment or extension? Select one:											
<div><div>YES</div><div>If yes, attach and list Legistar File: 24-827</div><div>Date Approved or Reviewed: 11/13/2024</div></div> <div><div>NO</div><div>If yes, attach and list Mental Health Board Agenda Item:</div><div>Date Approved or Reviewed:</div></div> <div><div>NO</div><div>If no, why is Board approval not required?</div></div>											
SUPPLIER NAME			SUPPLIER NUMBER								
Allied Universal Security Services			1760								
VENDOR NAME			VENDOR NUMBER								
Allied Universal Security Services			103662								
CONTRACT NAME				CHARACTERS							
2025- Allied Universal - Service Agreement - Secure Transportation Management - Joint Corrections (MCSO)				104							
DESCRIPTION (If applicable, preface with Amendment _ to) Year - Contract label - for (summarize scope of services) - Further summarize the scope. Summarize actions taken by any amendment. DocuSign Envelope _											
2025 Amendment 7 to the 9/1/2016 Inmate Transportation Services Contract including secure transportation, physical control, staffing, and vehicles, caps the total spend under the Agreement at \$2,756, 959.00 . Amendment 7 increases the hourly rates that the County will pay, re-aligns the transportation officer position requirements with the County's Correctional Officer position requirements, removes the requirement for any specific number of staff in favor of staffing hours, and establishes clearer overtime billing requirements. The MCSO's 2025 approved budget included up to \$3,000,000.00 for the 2025 year. RFP-2024-011 for Secure Transport services was awarded on March 31, 2025. The MCSO estimates that a new contract will be before the Board in June of 2025 and this Amendment 7 will end on or around June 30, 2025. DocuSign Envelope: 64a959da-4e36-422a-a339-64ca5d4eee06											
EFFECTIVE DATES: Effective Date Expiration Date		LENGTH OF CONTRACT (IN MONTHS)		AMENDMENT ONLY: DOLLAR CHANGE							
1/1/2025 Until a new contract award (approx.mid-2025)		6+									
				\$ 3,000,000.00							
ACCOUNTING INFORMATION											
Year to be Encumbered or earned	Line No.	Agency	Org.	Account	Activity	Function	Reporting Category	Project / Job / Grant	Fund	Item Description	Amount to be Encumbered or Earned
2025	1	400	4036	60807					10001	2025 Amendment 7	\$3,000,000.00
If a Grant or Revenue Contract: COUNTY MATCH/RESPONSIBILITIES											
<div>Tameka Alexander</div>						<div>4/9/2025</div>					
Prepared By						Date Prepared or Corrected					
<div>Patricia A. Carravetta</div>						<div>4/9/2025</div>					
Signature of person with signature card authority to commit these funds						Date					
If this contract commits funds from multiple areas and if the signer above does not have authority for all areas, then request an additional signature of an authorized signer below.											
<div></div>						<div></div>					
Signature of person with signature card authority to commit these funds						Date					
						<div>Public Safety Fiscal Analyst</div>					
						Title					
						<div>Public Safety Fiscal Administrator</div>					
						Title					
The County does not prepay for services. Draft the contract to require the Contractor to invoice the County once services are provided.											
Print this page as a pdf. Upload the pdf to the DocuSign envelope that contains your contract or amendment. Use DocuSign to obtain the Signature of the person with signature card authority to sign contracts that commit these funds.											

CONTRACT FORM 1684 R9		Hover over the red triangles below for help		INFOR CONTRACT NUMBER							
				3526							
CONTRACT TYPE (select one)		CONTRACT CLASSIFICATION (AGENCY) (select one)		DEPARTMENT'S INTERNAL							
PRICE AGREEMENT		400 SHERIFF		CONTRACT NUMBER if applicable							
				Bonfire 121713							
A professional services contractor shall not perform any work unless or until all appropriate officials have signed a written contract.											
Will all signers fully sign this contract before work is performed?				<div>NO</div>							
If responding NO, please provide supporting documentation.											
Did you obtain Board approval or passive review to enter into this contract or amendment or extension? Select one:											
<div><div><div>YES</div><div>If yes, attach and list Legistar File:</div><div>22-318 & 24-827</div><div>Date Approved or Reviewed:</div><div>3/17/2022 & 11/30/2024</div></div><div><div>NO</div><div>If yes, attach and list Mental Health Board Agenda Item:</div><div></div><div>Date Approved or Reviewed:</div><div></div></div><div><div>NO</div><div>If no, why is Board approval not required?</div><div></div></div></div>											
SUPPLIER NAME				SUPPLIER NUMBER							
Allied Universal Security Services				1760							
VENDOR NAME				VENDOR NUMBER							
Allied Universal Security Services				103662							
CONTRACT NAME				CHARACTERS							
2025 - Allied Universal - Service Agreement - Secure Transportation Management - Joint Corrections (MCSO)				105							
DESCRIPTION (If applicable, preface with Amendment _ to Year - Contract label - for (summarize scope of services) - Further summarize the scope. Summarize actions taken by any amendment. Docusign Envelope _											
Amendment 7 to the 9/1/2016 Inmate Transportation Services Contract including secure transportation, physical control, staffing, and vehicles. File 22-318 authorized Amendment 3 allowing the ongoing month-to-month extensions and capped compensation at \$2,713,481.20 for 2022. The County intended to stay within that cap despite the additional services added by Amendment 4. Amendment 5 (6) increases the hourly rates that the County will pay. MCSO estimates that Amendment 5 (6)'s hourly rate increases may result in MCSO paying \$51,716 more in 2023 than it would have under the previous hourly rates but will remain under the adopted cap of \$2,713,481.20. Amendment 7 increases the hourly rates that the County will pay, re-aligns the transportation officer position requirements with the County's Correctional Officer position requirements, removes the requirement for any specific number of staff in favor of staffing hours, and establishes clearer overtime billing requirements. MCSO estimates that Amendment 7's hourly rate increases may result in MCSO paying more in 2025 than it would have under the previous hourly rates but will remain under the adopted cap for these services in the 2025 budget. Amendment 7 will run from January of 2025 until December of 2025, terminating upon successful transition to the winner of the December 2024 RFP. Docusign Envelope: 64a959da-4e36-422a-a339-64ca5d4eee06											
EFFECTIVE DATES:		LENGTH OF CONTRACT		AMENDMENT ONLY: DOLLAR							
Effective Date		(IN MONTHS)		CHANGE							
9/1/2016		16 + continued for 12 + 12 extended 12 + renewed month-to-month beginning 9/27/23, est. 24 - 27		\$2,713,481.20							
Expiration Date				TOTAL CONTRACT AMOUNT							
Until a new contract award and transition period (approx. mid-2025)				\$28,701,798.66							
ACCOUNTING INFORMATION											
Year to be Encumbered or earned	Line No.	Agency	Org.	Account	Activity	Function	Reporting Category	Project / Job / Grant	Fund	Item Description	Amount to be Encumbered or Earned
2016		400	4036	60807					10001	Original Agreement - Initial Term	\$868,597.92
2017		400	4036	60807					10001	Original Agreement - Initial Term	\$2,605,793.88
2018		400	4036	60807					10001	Original Agreement	\$2,605,793.88
2019		400	4036	60807					10001	Original Agreement	\$2,605,793.88
2020		400	4036	60807					10001	First Extension Option	\$2,794,206.00
2021		400	4036	60807					10001	Amendment 2 - Month-to-Month Renewal	\$2,794,206.00
2022		400	4036	60807					10001	Amendment 3 - Month-to-Month Extension	\$2,713,481.20
2023		400	4036	60807					10001	Amendment 4 - Add Juvenile Transports	-
2024		400	4036	60807					10001	Amendment 3 permitted Extension;- Amendment 5 - Labor Rate Increase	\$2,713,481.20
2025		400	4036	60807					10001	Extension;Amendment 7 - Labor Rate Increase	\$2,713,481.20
If a Grant or Revenue Contract: COUNTY MATCH/RESPONSIBILITIES											
Tameka Alexander		4/16/2025				Public Safety Fiscal Analyst					
Prepared By		Date Prepared or Corrected				Title					
Patricia A. Carravetta		4/16/2025				Public Safety Fiscal Administrator					
Signature of person with signature card authority to commit these funds		Date				Title					
If this contract commits funds from multiple areas and if the signer above does not have authority for all areas, then request an additional signature of an authorized signer below.											
Signature of person with signature card authority to commit these funds		Date				Title					
The County does not prepay for services. Draft the contract to require the Contractor to invoice the County once services are provided.											
Print this page as a pdf. Upload the pdf to the Docusign envelope that contains your contract or amendment.											
Use Docusign to obtain the Signature of the person with signature card authority to sign contracts that commit these funds.											

Certificate Of Completion

Envelope Id: 64A959DA-4E36-422A-A339-64CA5D4EEE06

Status: Completed

Subject: Please DocuSign: 2025 - Allied Universal - Secure Transport Amendment 7 - Joint Corrections

Source Envelope:

Document Pages: 130

Signatures: 12

Envelope Originator:

Certificate Pages: 6

Initials: 0

Lael MacLellan

AutoNav: Enabled

633 W. Wisconsin Ave.

Envelopeld Stamping: Enabled

Suite 901

Time Zone: (UTC-06:00) Central Time (US & Canada)

Milwaukee, WI 53203

Lael.MacLellan@milwaukeecountywi.gov

IP Address: 204.194.251.3

Record Tracking

Status: Original

Holder: Lael MacLellan

Location: DocuSign

3/11/2025 10:27:03 AM

Lael.MacLellan@milwaukeecountywi.gov

Signer Events

Signature

Timestamp

Chantell Jewell

Chantell.jewell@milwaukeecountywi.gov

Superintendent

Milwaukee County

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 204.194.251.5

Sent: 3/12/2025 12:42:04 PM

Viewed: 3/18/2025 2:17:05 PM

Signed: 3/18/2025 2:28:10 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Brian Barkow

brian.barkow@milwaukeecountywi.gov

Sheriff's Office - Chief Deputy

Milwaukee County

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 204.194.251.3

Sent: 3/12/2025 12:42:04 PM

Viewed: 3/12/2025 3:20:16 PM

Signed: 3/12/2025 3:21:01 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Kelly Pethke

kelly.pethke@milwaukeecountywi.gov

Administrator

Milwaukee County

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 204.194.251.3

Sent: 3/12/2025 12:42:04 PM

Viewed: 3/12/2025 12:43:29 PM

Signed: 3/12/2025 12:44:58 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

James Davies

James.Davies@milwaukeecountywi.gov

Assistant Corporation Counsel

Milwaukee County

Signing Group: Corporation Counsel

Security Level: Email, Account Authentication
(None)

Signature Adoption: Drawn on Device

Using IP Address: 204.194.251.5

Sent: 3/18/2025 2:28:16 PM

Resent: 3/25/2025 3:25:57 PM

Viewed: 4/1/2025 3:05:40 PM

Signed: 4/1/2025 3:09:28 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Signer Events	Signature	Timestamp
<p>Lamont Robinson lamont.robinson@milwaukeecountywi.gov Director, OEI Milwaukee County Signing Group: Office of Economic Inclusion Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Lamont Robinson</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.5</p>	<p>Sent: 3/18/2025 2:28:17 PM Viewed: 3/20/2025 9:53:05 AM Signed: 3/20/2025 9:53:25 AM</p>
<p>Comptroller AX Review axreview@milwaukeecountywi.gov Deputy Comptroller Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p></p> <p>Signature Adoption: Uploaded Signature Image Using IP Address: 204.194.251.5</p>	<p>Sent: 4/2/2025 8:02:24 AM Viewed: 4/2/2025 8:03:15 AM Signed: 4/16/2025 3:28:11 PM</p>
<p>Anthony Gatton Anthony.Gatton@milwaukeecountywi.gov Loss Control Manager Signing Group: Risk Management Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Anthony Gatton</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.5</p>	<p>Sent: 3/18/2025 2:28:19 PM Resent: 3/25/2025 3:25:58 PM Resent: 4/23/2025 1:41:40 PM Resent: 5/5/2025 10:42:33 AM Viewed: 5/5/2025 10:52:59 AM Signed: 5/5/2025 10:53:50 AM</p>
<p>County Executive David Crowley David.Crowley@milwaukeecountywi.gov Milwaukee County Executive Milwaukee County Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p></p> <p>Signature Adoption: Uploaded Signature Image Using IP Address: 204.194.251.3</p>	<p>Sent: 5/5/2025 10:53:57 AM Viewed: 5/5/2025 11:49:29 AM Signed: 5/5/2025 11:50:40 AM</p>
<p>William Davidson William.Davidson@milwaukeecountywi.gov Signing Group: Corporation Counsel Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>William Davidson</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.3</p>	<p>Sent: 5/5/2025 11:50:48 AM Viewed: 5/5/2025 4:31:11 PM Signed: 5/5/2025 4:31:25 PM</p>
<p>Brian Rosbury Brian.Rosbury@aus.com RVP Allied Universal Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 5/6/2025 11:17:42 AM ID: 822a7f86-26b4-4b26-bd9d-b2efbd857a78</p>	<p><i>Brian Rosbury</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 70.88.66.246</p>	<p>Sent: 5/5/2025 4:31:33 PM Viewed: 5/6/2025 11:17:42 AM Signed: 5/13/2025 6:56:55 AM</p>
In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Tameka Alexander Tameka.Alexander@milwaukeecountywi.gov Public Safety Fiscal Analyst Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>VIEWED</div> Using IP Address: 204.194.251.3	Sent: 3/21/2025 4:09:44 PM Viewed: 3/24/2025 12:43:20 PM
Carbon Copy Events	Status	Timestamp
Comptroller comptrollersignature@milwaukeecountywi.gov Comptroller Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 4/2/2025 8:02:27 AM Viewed: 5/13/2025 6:57:53 AM
Brenda Smith Brenda.Smith@milwaukeecountywi.gov Contract Administrator Milwaukee County Community Reintegration Center (CRC) Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 5/13/2025 6:57:02 AM Viewed: 5/13/2025 7:55:28 AM
Joseph Lamers Joseph.Lamers@milwaukeecountywi.gov Director, Milwaukee County Office of Strategy, Budget and Performance Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 5/13/2025 6:57:01 AM Viewed: 5/13/2025 6:57:27 AM
Tameka Alexander Tameka.Alexander@milwaukeecountywi.gov Public Safety Fiscal Analyst Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 5/13/2025 6:57:02 AM
Procurement procurement@milwaukeecountywi.gov Test Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure:	<div>COPIED</div>	Sent: 5/13/2025 6:57:02 AM Viewed: 5/13/2025 6:57:31 AM

Carbon Copy Events	Status	Timestamp
Not Offered via DocuSign		
Stephanie Baker Stephanie.Baker@milwaukeecountywi.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 5/13/2025 6:57:02 AM Viewed: 5/13/2025 6:57:43 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/12/2025 12:42:04 PM
Envelope Updated	Security Checked	3/21/2025 4:09:43 PM
Envelope Updated	Security Checked	3/25/2025 5:09:34 PM
Envelope Updated	Security Checked	4/10/2025 12:23:43 PM
Envelope Updated	Security Checked	4/10/2025 12:23:43 PM
Envelope Updated	Security Checked	4/16/2025 1:26:12 PM
Envelope Updated	Security Checked	4/16/2025 1:26:12 PM
Envelope Updated	Security Checked	4/23/2025 1:41:40 PM
Envelope Updated	Security Checked	4/23/2025 1:41:40 PM
Certified Delivered	Security Checked	5/6/2025 11:17:42 AM
Signing Complete	Security Checked	5/13/2025 6:56:55 AM
Completed	Security Checked	5/13/2025 6:57:02 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Wisconsin Milwaukee County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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

How to contact Wisconsin Milwaukee County:

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

To contact us by email send messages to: procurement@milwaukeecountywi.gov

To advise Wisconsin Milwaukee County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at procurement@milwaukeecountywi.gov and in the body of such request you must

state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Wisconsin Milwaukee County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to procurement@milwaukeecountywi.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Milwaukee County

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to procurement@milwaukeecountywi.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Wisconsin Milwaukee County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Wisconsin Milwaukee County during the course of your relationship with Wisconsin Milwaukee County.