

PROFESSIONAL SERVICE AGREEMENT

BETWEEN
MILWAUKEE COUNTY
CLERK of CIRCUIT COURT
&
CREDIT MANAGEMENT CONTROL

FOR THE
COLLECTION OF COURT ORDERED JUDGMENTS
&
TAX REFUND INTERCEPT PROCESSING

For the period June 1, 2016 through May 31, 2018

Related to the Milwaukee County Official Notice Number
9816001



Milwaukee County, Wisconsin
Combined Court Related Operations
County Funded State Court Services
901 North 9th Street
Courthouse 104
Milwaukee, Wisconsin 53233

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PROFESSIONAL SERVICE AGREEMENT

Collection of Court Ordered Judgments & Tax Refund Intercept Processing

Milwaukee County Offices of the Clerk of Circuit Court

Table of Contents

	Page
I. Agreement between.....	2
II. Scope of Services	2
III. Contract Period	3
IV. General Services	3
V. Specific Services	4
VI. County Handling of Debt	6
VII. Compensation	6
VIII. Reports	7
IX. Statutory Authority	8
X. Staffing	8
XI. Ownership of Materials	8
XII. Audit and Inspection of Record	8
XIII. Termination by County for Violations by Contractor	9
XIV. Unrestricted Right of Termination by County	9
XV. Indemnity	9
XVI. Subcontracting	9
XVII. Independent Contractor	9
XIII. Assignment Limitation	10
XIX. Prohibited Practices	10
XX. Headings	10
XXI. Governing Law	10
XXII. Inability to Provide Service	10
XXIII. Notices	10
XXIV. Confidentiality and Ownership of Intellectual Property	11
XXV. Insurance	12
XXVI. Non-Discrimination, Equal Employment Opportunity and Affirmative Action Programs	13
XXVII. Signature Page	14

**PROFESSIONAL SERVICE AGREEMENT
COLLECTION OF COURT ORDERED JUDGMENTS
&
TAX REFUND INTERCEPT PROCESSING**

I. AGREEMENT BETWEEN

This agreement between Milwaukee, by the CLERK OF CIRCUIT COURT (herein referred to as the "County"), represented by John Barrett, and CREDIT MANAGEMENT CONTROL (CMC)(hereinafter called "Contractor") is entered into beginning June 1, 2016.

The County Board Resolution File #16-273 was approved on 06-23-2016 and authorized the Clerk of Circuit Court to execute this contract

II. SCOPE OF SERVICES

The Contractor will be providing debt collection services, including the use of the State of Wisconsin , Department of Revenue, Tax Refund Intercept Program (TRIP) to collect unpaid court ordered judgments.

III. CONTRACT PERIOD

This Professional Service Agreement will be for a period of 2 (two) years, to begin June 1, 2016 through May 31, 2018. It is understood that this contract may be extended beyond two calendar years by mutual agreement of both the County and Contractor, for two renewable extensions of two years each. The contract will renew automatically unless one of the parties gives written notice 90 (ninety) days prior to the expiration of the current contract period that the contract will terminate at the end of that period, up to a total contract period of 6 (six) years.

IV. GENERAL SERVICES TO BE PROVIDED SHALL INCLUDE

- A. Collect past due judgments on felony, criminal misdemeanor and traffic, local county traffic ordinance violations and state forfeiture type cases. Judgments include: fine/forfeitures, surcharges, assessments and attorney fees authorized by Wisconsin State Statutes.
- B. Utilize direct collection efforts and use of the TRIP.
- C. Provide dedicated systems to make credit and debit card payments, by phone and website, 24 hours a day/7 days a week.
- D. Provide one staff person outside assigned courtroom each morning on business days to process payment by credit/debit cards and take checks for payments for cases disposed on the same day.
- E. Coordinate and manage TRIP processing.

V. SPECIFIC SERVICES TO BE PROVIDED BY THE CONTRACTOR HALL INCLUDE:

- A. Contractor shall attempt through various methods and procedures to achieve the highest rate of recovery possible, including:
 - 1) Dedicated collectors assigned to maintain a collection staffing level proportionate to the volume of both accounts referred and in process with TRIP.
 - 2) Mailing a reasonable number of notices.
 - 3) Making a reasonable number of telephone calls.
 - 4) Performing skip tracing as needed.
 - 5) Making personal contact with the debtor, as Contractor deems necessary.
 - 6) Certification to TRIP as timely as possible and related maintenance to file.
 - 7) Continue collections effort before and after debt has been certified to TRIP.
- B. Contractor shall provide electronic skip tracing processing. Tools used should include, at a minimum, Accurant, Acolloid, Trans Union, Experian and Equifax, the cost of which shall be included as part of the commission rate set forth in Section VII.
- C. Contractor shall also perform manual skip tracing, including, at a minimum, directory assistance and Department of Motor Vehicles inquiries, the cost of which shall be included as part of the commission rate set forth in Section VII.
- D. Contractor shall find social security and driver's license numbers for TRIP processing, the cost of which shall be included as part of the commission rate set forth in Section VII.
- E. Contractor shall list referrals and ensure the first letter is mailed within twenty-four (24) hours of receipt of the referral by the Contractor.
- F. Contractor shall transmit daily acknowledgements of received referrals to the County.
- G. Contractor shall provide a dedicated IVR (Integrated Voice Response system) 800 number for defendants to pay by credit/debit cards. Contractor shall accept, at a minimum, Visa and MasterCard, and shall charge the customer a credit/debit card service fee not to exceed the rate set forth in Section VII.
- H. Contractor shall provide a dedicated website for defendants to pay by credit/debit cards. Contractor shall accept, at a minimum, Visa and MasterCard, and shall charge the customer a credit/debit card service fee not to exceed the rate set forth in Section VII.
- I. Contactor shall provide a method for debtors to ask questions and receive timely responses.
- J. Contractor shall provide one staff person outside an assigned courtroom each morning, on regular business days, to process payments made by credit/debit cards and to collect checks
- K. Contractor shall implement special collection campaigns focused on special accounts or case types requested by the County, including use of a predictive dialer, special mailings, or e-mails.
- L. Contractor shall file claims related to probate for defendants with outstanding debt.

- M. Contractor shall provide access for the County to audit and/or view the history of the agency's collection work and maintain a complete record of all activity on each account.
- N. Contractor shall prepare court forms for garnishment of wages for the collection of referred debt and deliver forms to the County for filing.
- O. Contractor shall report all direct payments (non-TRIP) on a **daily** basis to the County via e-mailed Excel worksheet. The worksheet will include the date, defendant's last/first name, case number, amount collected, commission percent/amount and totals. Contractor shall coordinate sending the worksheet to the County and wire transfer the collected funds to the County's bank, **same day**.
- P. County shall report all direct payments on accounts listed with Contractor, within a one to two working day period, via fax or e-mail.
- Q. Contractor shall report all TRIP payments **weekly**. For these payments, TRIP will forward the weekly check to the County. Contractor will provide a detailed Excel payment worksheet. The worksheet will include the weekly intercept payment amount, including any adjustments, the date, defendant's last/first name, case number, amount collected, commission percent/amount, and totals
- R. All payments made to the Contractor by money, check, money orders or credit/debit cards will be paid to the County. Contractor will bill the County for the agreed upon commission rates, as outlined in Section VII.
- S. Commission will be billed to the County twice monthly, on the 15th and the last day of the month. The billing report will summarize payments collected by Contractor and payments made at the County's office during the billing period. The period's commission billing statement will include: date, defendant's last/first name, date paid, amount paid, commission rate/amount, amount paid to Contractor or County, whether paid by direct collections or paid by TRIP, amount due to the Contractor, and totals.
- T. Every attempt must be made to certify debt to TRIP within 90 days of referral and provide County a list of same. Direct collection efforts must continue in earnest.
- U. Contractor shall manage the TRIP function for accounts the County has referred, including, but not limited to:
 - i. preparing and mailing required notices (notices must include contractor's name and 800 phone number for debtors to call with questions and a statement indicating for which County court case number the notice is being sent);
 - ii. e-mailing court representative(s) with any unresolved questions;
 - iii. providing County with the telephone number(s) and name(s) of the contractor's representative(s) handling telephone calls generated from the mailed notices;
 - iv. listing qualified accounts with TRIP;
 - v. obtaining and verifying social security and driver's license numbers;
 - vi. managing all account information and all file maintenance;
 - vii. working with the County to resolve and correct errors and timely retransmit information;
 - viii. updating records and providing the County reports corresponding to the TRIP weekly activity;

- ix. timely removing paid or zeroed out debt;
 - x. performing audits of the County's certified debt with TRIP database; and
 - xi. providing weekly Excel e-mailed work sheets corresponding to the amount intercepted and providing a weekly cumulative report of TRIP activity.
- V. Contractor shall refer debt to the credit bureau if not able to collect after 120 days, **if allowed by law**. If not currently allowed by law, contractor shall seek an exemption.
- W. On a weekly basis, after one year and one day of the debt referral, Contractor shall provide County a report summarizing by case number, last/first name, amount due and date referred, of any outstanding debt:
- i. not certified with TRIP, with a remaining unpaid balance; and
 - ii. certified with TRIP, with a remaining unpaid balance.

These cases may be taken back from collection and given to another collection agency as secondary placements.

- X. Contractor shall reimburse County for any amount which becomes uncollectible due to any error, wrongful, intentional, or negligent act or omission of Contractor.
- Y. Contractor shall not use practices that could be interpreted as harassment.
- Z. Contractor's collection efforts shall conform to industry standards and shall comply with all federal, state and county laws.

VI. COUNTY HANDLING OF DEBT

Prior to placing an account for collection with Contractor, County may pursue any and all methods of collections deemed appropriate and as allowed by State law, County ordinance, or established policy or practices, and may inform the debtor that failure to make payment could result in placing his or her account with a debt collector. Actions taken by the County may include, but need not be limited to: handing out payment options at the time a citation is issued, mailing default judgment notices, providing payment slips in court, mailing reminder notices and preparing failure to pay actions. Normally, ten (10) to twenty (20) days after the judgment is past due, County will refer accounts to Contractor.

VII. COMPENSATION

Under this agreement, the Contractor will bill the County twice monthly on the 15th and on the last day of each month. The appropriate percent to be billed for money that is collected on cases turned over to Contractor is listed below, items A-F. No other money will be paid to Contractor by County for their services under this agreement, nor any other services, unless separately contracted therefore. Contractor is responsible for all costs, expenses, and disbursements required to provide the required services of this contract, including computer equipment and software, internet, telephone, fax, postage, photocopying, etc.

- A. Commission earned on direct collections shall not exceed thirteen (13) percent, if payment is made at Contractor's office.

- B. Commission earned on direct collections shall not exceed eleven (11) percent, if payment is made at the office of the Clerk of Circuit Court, after referral of debt to Contractor.
- C. Commission earned if payment is obtained from TRIP shall not exceed six (6) percent.
- D. No commission, that is, zero (0) percent, shall be earned if the defendant paid as a result of being arrested on an outstanding Fine & Cost commitment warrant.
- E. No commission, that is, zero (0) percent, shall be earned on any restitution/recompense collected, regardless of how or where payment for that restitution/recompense made. Any funds collected from debtor shall be applied first towards restitution/recompense debt and then to all other debt.
- F. No commission, that is, zero (0) percent, shall be earned, nor any fees, billed to County for checks collected outside of the designated traffic courtroom. Checks will be delivered same day to the designated court staff.
- G. Contractor will provide County with Visa and MasterCard processing services at the rate of four (4) percent of the total dollars processed. The total collected amount will be forwarded to County. The 4% rate will only apply to accounts that have not been referred by the County to Contractor. Once a case is referred to Contractor for collection, payments made by credit card will not incur the 4% processing fee.
- H. The only fees to be paid by County are as outlined above.

VIII. REPORTS

Contractor shall provide, at a minimum, the following management reports:

- A. Monthly report listing returned accounts by last/first name, with case number, balance outstanding, and providing a reason why the account was returned.
- B. Quarterly aging receivable/payment summary report of account. Information shall include a minimum of:
 - i. Length of time it takes a payment to be made from referral date.
 - ii. Aging data by case number, last/first name with amount due.
 - iii. Total amount at collection.
 - iv. Percent, number of cases, and amount of debt at TRIP.
 - v. Percent, number of cases, and amount of debt not at TRIP.
 - vi. Period collection percent.
 - vii. Percent summary of how debt was paid: at Contractor's office, at County's office, by cash, by credit card, by 800 number or website.
 - viii. Ability to sort any data element field in either ascending or descending order.
- C. Bi-monthly billing statement, see Section IV., Item S.
- D. On an as-needed basis, provide a report to include all data elements in the collection database, displaying various views of the data, as requested by County.
- E. Monthly pie chart analysis, displaying activity.

- F. Monthly, provide a summary of the percentage of debt certified with TRIP and not at TRIP, related to the total amount of accounts referred.

IX. STATUTORY AUTHORITY

Collection of court imposed penalties – authority to contract with debt collector:

Authorization to contract for the collection of these fine/forfeitures, surcharges, assessments and attorney fees is granted in Wisconsin Statutes Chapter 59.40(4). In addition, authority was given by the Milwaukee County Board by resolution dated February 1, 1996, file number 96-99.

Charge a designated fee for use of credit or debit cards.

Authorization for the Clerk of Circuit Court to charge and collect a designated service fee for the use of a credit or debit card is granted in Wisconsin Statute 59.40 (5).

X. STAFFING

Contractor shall provide, at its own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any other contractual relationship with, the County. Contractor shall ensure that all staff have gone through an industry standard criminal history background check.

XI. OWNERSHIP OF MATERIALS

Upon completion of the work or upon termination of the Agreement, it is understood that all completed or partially completed materials Contractor has collected or prepared in carrying out this Agreement shall be provided to and become the exclusive property of the County. Therefore, any reports, information and data, given to or prepared or assembled by Contractor under this Agreement shall not be made available to any individual or organization by Contractor without the prior written approval of the County. In addition, the Contractor shall provide pending collection information to the County in an electronic format.

No reports or other documents produced in whole or in part under this Agreement shall be subject of an application for copyright by or behalf of Contractor.

XII. AUDIT AND INSPECTION OF RECORDS

At any time, Contractor shall permit authorized representatives of County to inspect and audit all data and records of Contractor relating to carrying out this Agreement, during the contract period and for a period up to (3) three years after completion of the Agreement. Contract shall provide real time view access; also see Section IV, item M.

XIII. TERMINATION BY COUNTY FOR VIOLATIONS BY CONTRACTOR

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

XIV. UNRESTRICTED RIGHT OF TERMINATION BY COUNTY

County further reserves the right to terminate this Agreement at any time for any reason by giving Contractor thirty (30) days written notice by certified mail of such termination. Contractor shall reduce its activities hereunder as mutually agreed to, upon receipt of said notice. Upon said termination, Contractor shall be paid for all services rendered through the date of termination. This section also applies should legislation be enacted by the State of Wisconsin or the Milwaukee County Board of Supervisors which affects the County's ability to adhere to the terms of this contract.

XV. INDEMNITY

Contractor agrees to the fullest extent permitted by law to indemnify, defend, and hold harmless the County and its agents, officers and employees, from and against all loss or expense, including costs and attorney's fees, by reason of liability for damages, including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Contractor, or its agents which may arise out of or are connected with the activities covered by this agreement.

Contractor shall indemnify and save County harmless from any award of damages and costs against County for any action based on patent or copyright infringement regarding computer programs involved in the performance of the tasks and services covered by this agreement.

XVI. SUBCONTRACTING

Assignment of any portion of the work by subcontract must have the prior written approval of County. There must be a written contractual agreement between the prime Contractor and its County-approved subcontractors and/or associates, which binds the subcontractors to the same terms and conditions as the prime Contractor.

XVII. INDEPENDENT CONTRACTOR

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

XVIII. ASSIGNMENT LIMITATION

This 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 written consent of the other.

XIX. PROHIBITED PRACTICES

- A. Contractor, during the period of the contract, shall not hire, retain, or utilize for compensation any member, officer, or employee of the County or any person who, to the knowledge of the Contractor, has a conflict of interest.
- B. Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics, which states in part: "No person may offer to give any County officer or employee his immediate family and no County officer or employee or his immediate family may solicit or receive anything of value pursuant to an understanding that such officers or employees vote, official actions, or judgment would be influenced thereby."

XX. HEADINGS

The headings and captions in this Agreement are not to be considered a part of this Agreement, but are inserted only in convenience.

XXI. GOVERNING LAW

The validity, legality and all matters relating to the interpretation and effect of this Agreement, including any rider thereto, shall be governed by the laws of the State of Wisconsin.

XXII. INABILITY TO PROVIDE SERVICE

Contractor shall notify the County whenever it is unable to provide the required quality of quantity of services specified. Upon such notification, the County shall determine whether such inability will require a revision or cancellation of this Agreement.

XXIII. NOTICES

Notices to the County provided for in this Agreement shall be sufficient if sent by certified or registered mail, postage prepaid, addressed to:
Milwaukee County, Clerk of Circuit Court
c/o Donya Saffold, Senior Financial Manager
901 North 9th Street, Room 104-I
Milwaukee, Wisconsin 53233

Notices to Contractor shall be sufficient if sent by certified or registered mail, postage prepaid, to:

CREDIT MANAGEMENT CONTROL, Inc.
c/o James Brick
1426 South West Avenue, Suite B
Waukesha, WI 53189

XXIV. CONFIDENTIALITY & OWNERSHIP OF INTELLECTUAL PROPERTY

The Contractor agrees to abide by all confidentiality requirements imposed by state, federal and local laws and ordinances. The Contractor agrees to comply with any other requirements that might be developed by the County to ensure the confidentiality of proprietary data. Contractor also agrees that it will surrender to Milwaukee County within 14 days of any termination of this agreement, for any reason, all programs and tables from a variety of sources.

The Contractor agrees that all programs, tables, manuscripts, databases, electronic or paper correspondence, e-mails and any other data or materials developed under the terms of the agreement are and shall be considered the sole property of the County. Contractor agrees that it will surrender to Milwaukee County any and all such material within 14 days of any termination, for any reason, of this agreement. Contractor agrees that it will not release or share such information in any manner without the express written consent of the County.

XXV. INSURANCE

Contractor and sub-contractor (as applicable) agree 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. Such evidence shall include insurance coverage for Worker's Compensation claims as required by the State of Wisconsin, including Employer's Liability and insurance covering General, Professional and Automobile Liability coverage in the following minimum amounts:

Type of Coverage	Minimum Limit
A. <u>Wisconsin Workers' Compensation</u> or Proof of all States Coverage	Statutory
B. <u>Employers' Liability</u> United States Longshoreman and Harbor Workers Compensation Act Coverage	\$100,000/\$500,000/\$100,000 If required by law
C. <u>Commercial General Liability</u> Bodily Injury & Property Damage (Incl. Personal Injury, Fire, Legal Contractual & Products/Completed Operations)	\$1,000,000 - Per Occurrence \$1,000,000 - General Aggregate
D. <u>Automobile Liability</u> Bodily Injury & Property Damage All Autos - Owned, Non-Owned and/or Hired Uninsured Motorists	\$1,000,000 Per Accident Per Wisconsin Requirements
E. <u>Professional Liability</u>	\$1,000,000 per occurrence \$1,000,000 aggregate

MILWAUKEE COUNTY, AS ITS INTERESTS MAY APPEAR, SHALL BE NAMED AS AN ADDITIONAL INSURED FOR GENERAL, AUTOMOBILE, GARAGE KEEPERS LEGAL AND ENVIRONMENTAL IMPAIRMENT LIABILITY, AND BE AFFORDED A THIRTY DAY (30) WRITTEN NOTICE 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.

Coverages 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 County for approval prior to the commencement of activities under this Agreement.

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

In accordance with Section 56.17 of the General Ordinances of Milwaukee County, adopted by the Milwaukee County Board of Supervisors on March 11, 1969, the following provisions shall apply:

In the performance of work under this contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, sex, or handicap, which shall include but not be limited to 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 for employees and applicants for employment, notices to be provided by the County setting forth the provisions of the nondiscrimination clause.

Contractor 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 hereto as Attachment A . The program shall have as its objective to increase the utilization of women, minorities and persons with disabilities, and other protected groups, at all levels of employment, in all divisions of 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 foretasted requirements, it shall be its responsibility to show that it has met all such requirements.

When a violation of the provisions of this section has been determined by County, Contractor 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.

If, after notice of a violation to Contractor, further violations of this section are committed during the term of the Contract, County shall have sufficient cause to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the Contractor for use in completing the Contract, or it may permit Contractor to complete the contract, but, in either event, Contractor shall be ineligible to bid on any future contracts let by County.

No contract by or on behalf of Milwaukee County shall be let to any party whose name appears on the list of ineligible contractors maintained by the Equal Opportunities Division of the State of Wisconsin.

Signature Page

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN**

**MILWAUKEE COUNTY CLERK OF CIRTCUIT COURT
&
CREDIT MANAGEMENT CONTROL**

**FOR THE COLLECTION OF COURT ORDERED JUDGMENTS &
TAX REFUND INTERCEPT PROCESSING**

For the period June 1, 2016 through May 31, 2018

Credit Management Control Approval:

DocuSigned by:
Jim Brick 8/3/2016
09AC5DE347F143B...
Date

Milwaukee County Clerk of Circuit Court Approval:

DocuSigned by:
John Barrett 8/2/2016
43F93952E730462...
John Barrett, Clerk of Circuit Court **Date**

Approved for Execution by Corporation Counsel:

DocuSigned by:
Colleen Foley 8/2/2016
B2FBB4311C37437...
By Corporation Counsel **Date**

Approved as compliant under Sec. 59.42(2)(b)5, Stats.

DocuSigned by:
Colleen Foley 10/19/2016
B2FBB4311C37437...
By Corporation Counsel **Date**

**Approved as compliant under
Sec. 59.255(2)(e), Stats.**

DocuSigned by:
[Signature] 10/19/2016
F7454A95DB08431...
By Comptroller **Date**

County Executive Approval:

DocuSigned by:
[Signature] 8/12/2016
11472D44B0D048B...
Chris Abele, County Executive **Date**

DocuSigned by:
[Signature] 8/18/2016
E454E4CA21D21452...
By Risk Management **Date**

DocuSigned by:
Rick Norris 8/3/2016
AD4C84D4023E450...
Community Business Dev. Program **Date**



COMMUNITY BUSINESS DEVELOPMENT PARTNERS

MILWAUKEE COUNTY

DBE Participation Recommendation/Wavier Request

To be completed by project owner. Please, direct questions regarding this form to CDBP, 414-278-4747 or

CDBP@milwaukeeCountyWi.gov

FUNDING SOURCE

Local State Federal Grant If Federally Funded, what percentage? _____ %
 Federal Source of Funds: FAA FTA DOT (includes WisDOT) Other: _____

CONTACT INFORMATION

Contract Administrator: Tammy Kruczynski Phone: 278-4592 Date: 12-17-2015
 Email Address Tammy.Kruczynski@WICOURTS.GOV Fund: 0001 Agency: 200 Org No. 2836

PROJECT INFORMATION

Project Name: COURT COLLECTIONS & TAX REFUND INTERCEPT PROCESSING Project No.: 2016
 Contract Scope/Project Description (**attach scope/description of work or estimating sheet**):
Collect past due judgments for criminal division type cases, including restitution ordered paid to victims, fine/forfeitures, surcharges, assessments, attorney fees, cost of transcripts, forfeited signature bonds, wage/income assignments, debt converted from a Department of Corrections debt to a Clerk of Circuit Court debt and cost of NSF checks.
 Contracting Opportunities (List NAICS codes): _____

RFP/BID will be used (**Yes/No**) RFP Advertising Date: ? 1/22/16 ? Bid/Proposal Due Date: ? 2/11/16 ?

TYPE OF PROJECT

<u>Professional Services</u>	<u>Estimated Amount</u>	<u>Recommended DBE Participation</u>	
	\$ _____	_____ %	
<u>Construction Related</u>	<u>Estimated Amount</u>	<u>Estimated Allowance</u>	<u>Recommended DBE Participation</u>
_____	\$ _____	\$ _____	_____ %
_____	\$ _____	\$ _____	_____ %

APPROVALS

Is county board approval required? Yes No Resolution #: _____ (**attach resolution**)

WAIVER REQUEST

Request for a goal of 0% requires signature of department head, a full scope of project and explanation.

Explanation: _____

Department/Division Administrator Name _____ Signature _____ Date _____

CBDP USE ONLY

Concur with Recommendation _____, or provide the following goals: _____ 0 %
 This contract is exempt from the DBE goal: Yes No

Approved: _____ Date: _____

*	NAICS CODE	DESCRIPTION
	212319	Other Crushed & Broken Stone Mining & Quarrying
	212321	Construction Sand & Gravel Mining
	212322	Industrial Sand Mining
	236117	New Housing Operative Builders
	236118	Residential Remodelers
	236210	Industrial Building Construction
	236220	Commercial & Institutional Building Construction
	237110	Water & Sewer Line & Related Structures Construction
	237120	Oil & Gas Pipeline & Related Structures Construction
	237130	Power & Communication Line & Related Structures Construction
	237310	Highway, Street & Bridge Construction
	237990	Other Heavy & Civil Engineering Construction
	238110	Poured Concrete Foundation & Structure Contractors
	238120	Structural Steel and Precast Concrete Contractors
	238130	Framing Contractors
	238140	Masonry Contractors
	238150	Glass and Glazing Contractors
	238160	Roofing Contractors
	238170	Siding Contractors
	238190	Other Foundation, Structure & Building Exterior Contractors
	238210	Electrical Contractors & Other Wiring Installation Contractors
	238220	Plumbing, Heating & Air-Conditioning Contractors
	238290	Other Building Equipment Contractors
	238310	Drywall & Insulation Contractors
	238320	Painting and Wall Covering Contractors
	238330	Flooring Contractors
	238340	Tile & Terrazzo Contractors
	238350	Finish Carpentry Contractors
	238390	Other Building Finishing Contractors
	238910	Site Preparation Contractors
	238990	All Other Specialty Trade Contractors
	323114	Quick Printing
	323116	Manifold Business Forms Printing
	323117	Books Printing
	323119	Other Commercial Printing
	325998	All Other Miscellaneous Chemical Product & Preparation Manufacturing
	327215	Glass Product Manufacturing Made of Purchased Glass
	327320	Ready-Mix Concrete Manufacturing
	331210	Iron & Steel Pipe & Tube Manufacturing from Purchased Steel
	332116	Metal Stamping
	332311	Prefabricated Metal Building & Component Manufacturing
	332312	Fabricated Structural Metal Manufacturing
	332321	Metal Window & Door Manufacturing
	332322	Sheet Metal Work Manufacturing
	332323	Ornamental & Architectural Metal Work Manufacturing
	332510	Hardware Manufacturing
	423210	Furniture Merchant Wholesalers
	423310	Lumber, Plywood, Millwork & Wood Panel Merchant Wholesalers
	423320	Brick, Stone & Related Construction Material Merchant Wholesalers
	423330	Roofing, Siding & Insulation Material Merchant Wholesalers
	423390	Other Construction Material Merchant Wholesalers
	423510	Metal Service Centers & Other Metal Merchant Wholesalers
	423610	Electrical Apparatus & Equipment, Wiring Supplies & Related Equipment Merchant Wholesalers
	423690	Other Electronic Parts & Equipment Merchant Wholesalers
	423710	Hardware Merchant Wholesalers
	423720	Plumbing & Heating Equipment & Supplies (Hydronics) Merchant Wholesalers
	423730	Warm Air Heating & Air-Conditioning Equipment & Supplies Merchant Wholesalers

423740	Refrigeration Equipment & Supplies Merchant Wholesalers	
423840	Industrial Supplies Merchant Wholesalers	
443120	Computer & Software Stores	
445299	All Other Specialty Food Stores	
453110	Florists	
453210	Office Supplies and Stationery Stores	
453998	All Other Miscellaneous Store Retailers (except Tobacco Stores)	
454210	Vending Machine Operators	
454390	All Other Direct Selling Establishments	
485991	Special Needs Transportation	
485999	All Other Transit & Ground Passenger Transportation	
488410	Motor Vehicle Towing	
492110	Couriers & Express Delivery Services	
492210	Local Messengers & Local Delivery	
493110	General Warehousing & Storage	
517110	Wired Telecommunications Carriers (except Satellite)	
523120	Security Brokers and Dealers	
523930	Investment Advice	
524210	Insurance Agents, Brokers and Service	
524291	Claims Adjusting	
524292	Third Party Administration of Insurance	
532490	Equipment Rental and Leasing, NEC	
541110	Office Administrative Services	
541211	Accounting, Auditing and Bookkeeping	
541213	Tax Return Preparation Services	
541219	Accounting Services/Other	
541310	Architectural Services	
541320	Landscape Architectural Services	
541330	Engineering Services	
541340	Drafting Services	
541360	Geophysical Surveying & Mapping Services	
541370	Surveying & Mapping (Except Geophysical) Services	
541380	Testing Laboratories	
541410	Interior Designs Services	
541420	Industrial Design Services	
541430	Commercial Art and Graphic Design / Graphic Design Services	
541511	Custom Computer Programming Services	
541512	Computer Systems Design Services	
541513	Computer Facilities Management Services	
541611	Management Consulting Services	
541613	Marketing Consulting Services	
541618	Other Management Consulting Services	
541620	Environmental Services	
541730	Landscape Services (lawn care, sod laying, seeding, installations, etc.)	
541810	Advertising Agencies	
541820	Public Relations Services	
541860	Direct Mail Advertising Services	
541910	Educational Research Commercial	
541922	Photographic Services	
541930	Translation and Interpretation Services	
561110	Legal Services	
561210	Facilities Support Services	
561320	Temporary Help Services	
561410	Computer Process/Data Preparation and Processing	
561439	Photocopying and Duplicating Services	
*	561440	Collection Services
	561510	Travel Agencies

	561520	Tour Operators
	561611	Investigation Services
	561612	Security Guards and Patrol Services
	561621	Security Systems Services
	561720	Janitorial/Building Cleaning and Maintenance Services
	561730	Ornamental Shrub & Tree Services (tree planting/removal, trimming, pruning)
	561740	Carpet and Upholstery Cleaning Service
	561990	All Other Business Support Services
	562119	Local Trucking w/o Storage
	562910	Asbestos/Lead Abatement, Remediation Services
	562998	Sanitary Services
	621610	Home Health Care Services
	621999	Health and Allied Services, NEC
	624110	Child and Youth Services
	624190	Individual and Family Social Services
	624310	Vocational Rehabilitation Services
	722110	Full Service Restaurants
	722211	Retail Bakeries
	722213	Eating Places
	722410	Drinking Places Alcoholic Beverages
	811121	Automotive Body, Paint and Interior Repair
	812990	Shoe Repair Shops and Shoeshine parlors
	813319	Other Social Advocacy Organizations

Note: For a comprehensive listing of NAICS codes please go to the address, <http://www.census.gov/eos/www/naics/index.html>

Participation Recommendation

To be completed by project owner. Please, direct questions regarding this form to CDBP, 414-278-4851 or
 cbdpcompliance@milwaukeecountywi.gov

FUNDING SOURCE

___ Local ___ State ___ Federal ___ Grant If Federally Funded, what percentage? _____ %
 Federal Source of Funds: ___ FAA ___ FTA ___ DOT (includes WisDOT) ___ Other: _____

CONTACT INFORMATION

Contract Administrator: Donya Saffold Phone: (414) 278-5331 Date: _____
 Email Address donya.saffold@wicourts.gov Fund: 0001 Agency: 200 Org No. 2000

PROJECT INFORMATION

Project Name: Collection of Court Ordered Judgements and Tax Refund Intercept Processing
 Project No.: _____
 Contract Scope/Project Description (attach scope/description of work or estimating sheet):
Collect past due judgments for criminal division type cases, including restitution ordered paid to victims, fine/forfeitures, surcharges, assessments, attorney fees, cost of transcripts, forfeited signature bonds, wage/income assignments, debt converted from a Department of Corrections debt to a Clerk of Circuit Court debt and cost of NSF checks.
 Contracting Opportunities (List NAICS codes): 561440 – Collection Services
 RFP/BID will be used (Yes/No) Yes Advertising Date: 2/2/2016 Bid/Proposal Due Date: 3/16/2016

TYPE OF PROJECT

<u>Professional Services</u>	<u>Estimated Amount</u>	<u>Recommended Participation</u>
	\$ <u>0</u>	<u>0</u> %
<u>Construction Related</u>	<u>Estimated Amount</u>	<u>Estimated Allowance</u>
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
		<u>Recommended Participation</u>
		_____ %
		_____ %

APPROVALS

Is county board approval required? Yes ___ No Resolution #: 16-273 (attach resolution)

WAIVER REQUEST

Request for a goal of 0% requires signature of department head, a full scope of project and explanation.
 Explanation: Milwaukee County will receive a percentage of funds through the collection process.

John Barrett _____ 8/3/16
 Department/Division Administrator Name Signature Date

CDBP USE ONLY

Concur with Recommendation _____, or provide the following goals: _____ %
 This contract is exempt from a participation goal: Yes ___ No

Approved: Rick Norris _____ Date: 8/3/2016

Digitally signed by Rick Norris
 DN: cn=Rick Norris, ou=Milwaukee County, ou=USERS, ou=OAS COMM DEV BUSINESS
 PARTNERS-USERS, cn=Rick Norris, email=Rick.Norris@milwaukeecountywi.gov
 Date: 2016.08.03 14:03:54 -0500

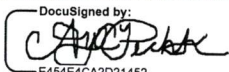
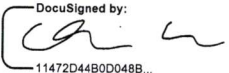
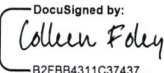

Certificate Of Completion

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Source Envelope:	
Document Pages: 20	Signatures: 8
Certificate Pages: 6	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Justin Metzger
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	633 W. Wisconsin Ave.
	Suite 901
	Milwaukee, WI 53203
	justin.metzger@wicourts.gov
	IP Address: 204.194.251.5

Record Tracking

Status: Original	Holder: Justin Metzger	Location: DocuSign
8/2/2016 9:42:10 AM	justin.metzger@wicourts.gov	

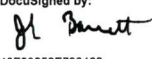
Signer Events

Signer Events	Signature	Timestamp
<p>Amy Pechacek amy.pechacek@milwaukeecountywi.gov Director of Risk Management Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 2/25/2014 10:36:39 AM ID: 55fe780a-2930-46fa-8578-dc7e4fbad47c</p>	<p>DocuSigned by:  E454E4CA2D21452...</p> <p>Using IP Address: 204.194.251.5</p>	<p>Sent: 8/2/2016 9:50:26 AM Viewed: 8/3/2016 8:38:05 AM Signed: 8/18/2016 2:31:35 PM</p>
<p>Chris Abele chris.abele@milwaukeecountywi.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 8/12/2016 8:27:49 AM ID: e1fd500f-36ba-4960-8022-68c97cae7c2f</p>	<p>DocuSigned by:  11472D44B0D048B...</p> <p>Using IP Address: 107.77.206.24 Signed using mobile</p>	<p>Sent: 8/2/2016 9:50:25 AM Viewed: 8/8/2016 6:28:13 AM Signed: 8/12/2016 8:28:57 AM</p>
<p>Colleen Foley colleen.foley@milwaukeecountywi.gov Deputy Corporation Counsel Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 8/2/2016 9:56:25 AM ID: 44c954bf-1fb1-45e7-a1d5-4c77b33d98fe</p>	<p>DocuSigned by:  B2FB4311C37437...</p> <p>Using IP Address: 204.194.251.5</p>	<p>Sent: 8/2/2016 9:50:26 AM Viewed: 8/2/2016 9:56:25 AM Signed: 8/2/2016 9:56:48 AM</p>
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Signer Events

John Barrett
 john.barrett@wicourts.gov
 Security Level: Email, Account Authentication
 (None)

Signature

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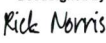
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Rick Norris
 rick.norris@milwaukeecountywi.gov
 CBDP Director
 Milwaukee County
 Security Level: Email, Account Authentication
 (None)

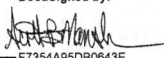
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Electronic Record and Signature Disclosure:
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 ID:

Scott B. Manske
 comptrollerssignature@milwcnty.com
 Comptroller
 Milwaukee County
 Security Level: Email, Account Authentication
 (None)

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Using IP Address: 204.194.251.5

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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign
 ID:

Colleen Foley
 colleen.foley@milwaukeecountywi.gov
 Interim Corporation Counsel
 Security Level: Email, Account Authentication
 (None)

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Using IP Address: 204.194.251.3

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Electronic Record and Signature Disclosure:
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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****Carbon Copy Events****Status****Timestamp**

Amy Wochos
 amy.wochos@wicourts.gov
 Security Level: Email, Account Authentication
 (None)
 Electronic Record and Signature Disclosure:
 Not Offered via DocuSign
 ID:

COPIED

Sent: 10/19/2016 10:13:45 AM
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Carbon Copy Events	Status	Timestamp
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<p>Jim Smith james.smith@wicourts.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/9/2014 12:21:43 PM ID: cf48da27-d47b-4026-ac49-00e6ca308980</p>	COPIED	<p>Sent: 10/19/2016 10:13:45 AM Viewed: 10/19/2016 11:57:50 AM</p>

Notary Events	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	10/19/2016 10:13:45 AM
Signing Complete	Security Checked	10/19/2016 10:13:45 AM
Completed	Security Checked	10/19/2016 10:13:45 AM

Electronic Record and Signature Disclosure
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Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">• Allow per session cookies• Users accessing the internet behind a Proxy Server must enable HTTP

1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

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