

**Memorandum of Understanding**  
**BETWEEN**  
**MILWAUKEE COUNTY SHERIFF'S OFFICE**  
**AND**  
**State Process Service, Inc.**

This Contract is made and entered into by and between the Milwaukee County Sheriff's Office, hereinafter referred to as the "AGENCY", and the below named firm, hereinafter referred to as "CONTRACTOR".

State Process Service, Inc.  
Mr. Jon Kratochvil  
11430 W. Bluemound Rd., Suite 1  
Milwaukee, WI 53226  
Phone: 414.256.7000

**PURPOSE:** The purpose of this contract is to: provide limited, contracted civil process service, for the AGENCY, by the CONTRACTOR, for a specified period ending no later than August 31, 2017 with payments within thirty (30) days after receipt of billing invoice produced by CONTRACTOR at each calendar month end until the PERIOD OF PERFORMANCE ends.

**PERIOD OF PERFORMANCE:** Subject to other contract provisions, the period of performance under this contract would begin March 19, 2017, ending no later than August 31, 2017 with the ability to terminate with fourteen (14) days' notice during this period.

**COMPENSATION / PAYMENT:** AGENCY shall pay an amount of \$34.00 per civil process paper attempted for service by CONTRACTOR. The CONTRACTOR'S compensation shall be in accordance with the following terms:

1. Payment to be rendered within thirty (30) days after receipt of billing invoice produced by CONTRACTOR until the PERIOD OF PERFORMANCE ends.
2. Payments shall be made in accordance with the processes and rules of Milwaukee County government.

**BILLING PROCEDURES:** AGENCY will pay CONTRACTOR for services provided for each calendar month period upon receipt of a properly signed contract and itemized billing invoice by CONTRACTOR, until the PERIOD OF PERFORMANCE of the contract has ended. Payment shall be considered timely if made by the AGENCY within thirty (30) days after receipt of billing invoice by CONTRACTOR. Payment shall be sent

to the address designated by the CONTRACTOR. The AGENCY may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR if the CONTRACTOR fails to satisfactorily comply with any term or condition of this contract.

**DISALLOWED COSTS:** The CONTRACTOR is responsible for any costs incurred by its own organization or that of its subcontractors.

**CONTRACT MANAGEMENT:** The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this contract.

<b>Contract Manager for CONTRACTOR is:</b>	<b>Contract Manager for AGENCY is:</b>
Mr. Jon P. Kratochvil State Process Service, Inc. 11430 W. Bluemound Rd., Suite 11 Milwaukee, WI 53226 Phone: 414.256.7000	Deputy Inspector Tobie Weberg Milwaukee County Sheriff's Office 821 W. State Street, Room 209 Milwaukee, WI 53233 Phone: 414.278.5018

**TERMS:** CONTRACTOR will be responsible for three (3) service attempts and remain wholly responsible for all costs incurred for additional address service attempts at the CONTRACTOR'S discretion.

**ENTIRE AGREEMENT:** The contract represents all the terms and conditions agreed upon by the parties. No other understandings or representations oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

**OWNERSHIP OF DATA:** Upon completion of the work or upon termination of the Contract, it is understood that all completed or partially completed data, drawings, records, computations, survey information and all other material that CONTRACTOR has collected or prepared in carrying out this Contract shall be provided to and become the exclusive property of the AGENCY. Therefore, any reports, information and data, given to or prepared or assembled by CONTRACTOR under this Contract shall not be made available to any individual or organization by CONTRACTOR without the prior written approval of the AGENCY.

No reports or documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of the CONTRACTOR.

**AUDIT AND INSPECTION OF RECORDS:** CONTRACTOR shall permit the authorized representatives of the AGENCY, after reasonable notice, to inspect and audit all data and records of CONTRACTOR related to carrying out this Contract for a period up to three years after completion of the Contract. The prime consultant must obtain prior written AGENCY approval for all subconsultants and/or associates to be used in performing its contractual obligations. There must be a written contractual agreement

between the prime consultant and its AGENCY approved subconsultant and/or associates which binds the subconsultant to the same audit contract terms and conditions as the prime consultant.

**NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND**

**AFFIRMATIVE ACTION PROGRAMS:** In the performance of work under this Contract, CONTRACTOR 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 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 setting forth the provisions of the non-discriminatory clause.

When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of this section has been determined by AGENCY, 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 the section are committed during the term of the Contract, AGENCY may terminate the Contract without liability for the uncompleted portion or 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 AGENCY.

**INDEMNITY:** CONTRACTOR agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, AGENCY, and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of statutory benefits under Workers Compensation Laws, or liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of CONTRACTOR, or its (their) agents which may arise out of or are connected with the activities covered by this Contract.

CONTRACTOR shall indemnify and save the County harmless from any award of damages and costs against the AGENCY for any action based on U.S. patent or copyright infringement regarding computers programs involved in the performance of the tasks and services covered by this Agreement.

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

The CONTRACTOR shall provide evidence of the following coverages and minimum accounts:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers' Compensation or Proof of All States Coverage	Statutory (waiver of subrogation)
Employer's Liability	\$100,000/\$500,000/\$100,000
Commercial or Comprehensive General Liability Bodily Injury and Property Damage (incl. Personal Injury, Fire, Legal Contractual & Products/Completed Operations)	\$1,000,000 Per Occurrence \$1,000,000 General Aggregate
Excess Liability	\$3,000,000 Per Occurrence \$3,000,000 Annual Aggregate
Environmental Impairment Coverage/General Liability	\$1,000,000 Per Occurrence
Crime/Fidelity	\$100,000
Automobile Liability Bodily Injury & Property Damage All Autos-Owned, non-owned and/or Hired Uninsured Motorists	\$1,000,000 Per Accident  Per Wisconsin Requirements
Professional Liability/Errors and Omissions Other Licensed Professionals	\$1,000,000 Per Occurrence \$3,000,000 Annual Aggregate

Milwaukee County will be named as an additional insured for General, Automobile, Garage Keepers Legal and Environmental Impairment Liability, as respects the services provided in this Contract. 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 the AGENCY for the duration of this Contract.

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 AGENCY, 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 AGENCY for approval prior to the commencement of activities under this Contract.

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

It is understood and agreed that coverages which apply to the services inherent in this Contract will be extended for two (2) years after completion of all work contemplated in this project if coverage is written on a claims-made basis.

The CONTRACTOR shall certify and make available loss information from any Insurer as to any claims filed or pending against any and all professional liability coverages in effect for the past five (5) years, if requested.

The CONTRACTOR shall certify to inform the County of any claims filed for errors and omissions that may be covered under professional coverages pursuant to the work within ten (10) days of notice of the occurrence or claim filing, whichever is sooner.

Deviations and waivers may be requested in writing based on market conditions to the County Director of Risk Management and Insurance. Approval shall be given in writing of any acceptable deviation or waiver to the CONTRACTOR prior to the CONTRACTOR effecting any change in conditions as contained in this section. Waivers shall not be unduly withheld nor denied without consultation with the CONTRACTOR.

It is understood that the CONTRACTOR will obtain information on the professional liability coverages of all subcontractors in the same form as specified above for the review of the AGENCY.

**PERMITS, TAXES, LICENSES:** CONTRACTOR is responsible for procuring, maintaining and paying for all necessary federal, state, and local permits, licenses, fees and taxes required to carry out the provisions of this Contract.

**TERMINATION BY CONTRACTOR:** CONTRACTOR may, at its option, terminate this Contract upon the failure of the County to pay any amount which may become due hereunder for a period of forty five (45) days following submission of appropriate billing and supporting documentation. Upon said termination, CONTRACTOR shall be paid the compensation due for all services rendered through the date of termination including any retainage.

**TERMINATION BY COUNTY FOR VIOLATIONS BY CONTRACTOR:** If the CONTRACTOR fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, the AGENCY shall there upon 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 violations prior to the end of the thirty (30) day period. In the event of termination, the AGENCY will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid by the CONTRACTOR for use in completing the Contract.

**UNRESTRICTED RIGHT OF TERMINATION:** Either party, the AGENCY or the CONTRACTOR may, by fourteen (14) days written notice, commencing after verification of receipt of said written notice by receiving party, terminate this contract in whole. In the event of said termination, the CONTRACTOR shall reduce its activities hereunder as mutually agreed to, upon receipt of said notice, and turn over all work product to the AGENCY. Upon said termination, the AGENCY shall be liable only for payment required under the terms of this contract for services rendered prior to the effective date of termination.

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

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

**CONFORMANCE:** If any provision of this contract violates any statute or rule of law of the state of Wisconsin, it is considered modified to conform to that statute or rule of law.

**APPROVAL:** This contract shall be subject to the written approval of the AGENCY'S authorized representative and shall not be binding until so approved. The contract may be altered, amended or waived only by a written amendment executed by both parties. The parties signing below execute this contract, consisting of seven (7) pages, which warrant that they have the authority to execute the contract.

**State Process Service, Inc.**

**Milwaukee County Sheriff's Office**

By: \_\_\_\_\_  
Jon P. Kratochvil

By: \_\_\_\_\_  
Richard Schmidt, Inspector

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*Approved with regards to County Ordinance Chapter 42:*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Community Business Development Partners

*Reviewed by:*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Risk Management

*Approved for execution:*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Corporation Counsel

*Approved as to funds available per Wisconsin Statutes Section 56.255(2)(e):*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Comptroller

*Approved:*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
County Executive

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Corporation Counsel