



**Professional Service Agreement**  
*Milwaukee County Community Reintegration Center*  
 CGL Companies

**PROFESSIONAL SERVICE AGREEMENT**  
**with**  
 CGL Companies, LLC

This **PROFESSIONAL SERVICE AGREEMENT** (the “**PSA**” or “**Agreement**”) is dated \_\_\_\_\_ (the “**Effective Date**”) and is between **Milwaukee County**, a Wisconsin municipal body corporate located at 901 N. 9<sup>th</sup> Street, represented by its **Community Reintegration Center** (the “**County**”) and **CGL Companies**, a Florida limited liability company with a primary place of business at **5200 Blue Lagoon Drive, Suite 430, Miami FL 33126** (the “**Contractor**” or “**CGL**”) combined to be considered the Parties to this Agreement (“**Parties**”).

**RECITALS**

1. On June 8, 2022, the County issued RFP-2022-017: Staffing Analysis Consulting Services (the “**RFP**”) seeking a consultant to perform an assessment of the CRC’s correctional staffing and provide a staffing plan and recommendations to increase staffing, identify facility capacity, and reduce the burden of mandatory overtime on correctional officers.
2. On July 22, 2022, the Contractor submitted a Proposal in accordance with the RFP which is attached to this Agreement as Exhibit E.
3. The County selected the Contractor’s Proposal as the winning Proposal based on the RFP criteria and evaluation of all submitted Proposals.
4. The County and Contractor wish to enter into a contractual agreement for the provision of services as stated in the RFP and Contractor’s Proposal. The Contractor acknowledges the requirements of the RFP and agrees to provide all services as required by the RFP in the manner stated in its Proposal, and the County is willing to accept same.
5. Due to the nature of this contract, it falls under Chapter 56.30 of the Milwaukee Code of Ordinances, “Professional Services.” This Professional Services Agreement is entered into following all requirements stated in Chapter 56.30 as modified by Wisconsin state statutes.

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

**1. Definitions.**

Terms defined in the preamble and recitals of this Agreement have their assigned meanings, terms defined in the RFP and Proposal have the meanings assigned to them in the RFP and Proposal documents, terms defined in any Exhibits have the meanings assigned to them in the applicable Exhibit, terms defined throughout this Agreement have their assigned meanings, and the following terms have the meanings assigned to them:



Term	Definition
<b>Deliverables</b>	Any item in Contractor’s Statement of Work that is first developed or created by the Contractor for the County’s use as a result of Services provided under this Agreement. Deliverables include training documents, reports, analysis, and/or other documentation related to the Services provided under this Agreement. Deliverables do not include Contractor’s copyrighted materials and documentation, or other work product in existence prior to the commencement of this Agreement, or first created by the Contractor in any manner not in connection with the Services provided in this Agreement.
<b>TBE</b>	TBE means Targeted Business Enterprise. A TBE is any company that is certified as a DBE under WisUCP or certified as a minority- or women-owned business with the State of Wisconsin Department of Administration or registered as a small business in the SBA SAM registry.
<b>MCCO</b>	MCCO means 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: <a href="https://library.municode.com/wi/milwaukee_county/codes/code_of_ordinances">https://library.municode.com/wi/milwaukee_county/codes/code_of_ordinances</a>
<b>Proposal</b>	The Contractor’s Proposal documents, including the Technical Proposal and Cost Proposal, submitted in response to RFP-2022-017.
<b>Services</b>	The professional consulting services provided under this Agreement by the Contractor and/or its identified staff.

**2. Order of Precedence**

The PSA 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 PSA and the terms of any Statements of Work, Exhibits, Attachments, or Amendments to the PSA:

- 2.1. This Professional Service Agreement
- 2.2. Milwaukee County RFP-2022-017 (Exhibit A)
- 2.3. Insurance Requirements RFP-2022-017 (Exhibit B)
- 2.4. The TBE Participation Plan (Exhibit C)
- 2.5. The Contractor’s completed EEOC Form (Exhibit D)
- 2.6. The Contractor’s Proposal (Exhibit E)
- 2.7. Any applicable Milwaukee County Directives (Exhibit F) and



2.8. Any addenda, amendments, or attachments to this PSA.

**3. Scope of Services.**

Contractor shall specifically perform consulting services requested in the RFP (Exhibit B) as identified in the Statement of Work (Exhibit A) and its Proposal (Exhibit E). The Contractor shall perform a comprehensive study of the Milwaukee County House of Correction’s correctional staffing, including shift types, scheduling technology, overtime and staff shortage concerns, and capacity planning to assist the County in creating a staffing plan and recommendations that increase staffing, identify facility capacity, and reduce the burden of mandatory overtime on correctional officers.

**3.1. Change Orders.**

The Parties may request changes to the Statement of Work of this Agreement by providing the requested changes in writing to the authorized representative of the other Party. Each Party shall review the proposed change and approve or reject it. The Parties shall document any material change by amendment to this Agreement, specifying the change and any effect the implementation of the change will have on the Statement of Work, term of this PSA, or compensation due under this PSA. If a Party rejects a change request, both Parties will engage in diligent and good faith negotiations to determine if an alternative to the proposed change is available. If, despite diligent and good faith negotiations, the Parties fail to agree on the character or effect of a requested change, the County shall have the option to:

- 3.1.1. Require that the Contractor continue to perform the Services without changes to the Statement of Work.
- 3.1.2. Modify the Statement of Work to accommodate the requested change, provided that the total cost of Services provided under the modified Statement of Work does not exceed the contract value stated in [Section 6.1: Compensation](#).
- 3.1.3. Upon written notice from the County, require that the Contractor immediately cease performing Services. If the County opts to terminate Services, the County shall pay the Contractor for all Services performed and Deliverables received up to the time of termination in accordance with the terms of this PSA.

In any case, the total cost of Services provided by the Contractor under this Agreement shall not exceed the contract value stated in [Section 6.1: Compensation](#).

**4. Staffing.**

The Contractor shall provide personnel skilled and experienced in the provision of the Services, as further described in the Proposal (Exhibit E). In addition to the project personnel who will provide Services, the Contractor shall provide a corporate supervisor for the duration of the contract. The corporate supervisor is responsible for oversight of the project’s progress, acts as escalation contact for any performance related concerns, and is authorized to settle contract disputes on behalf of the Contractor. The corporate supervisor for this Agreement is Robert Glass, Director of CGL’s Justice Service Division.



**4.1. Key Personnel.**

Contractor shall provide the Services through its key personnel as identified in this Section. If the Contractor is required for any reason to replace key personnel named in this Section, it shall provide the County a minimum of thirty (30) days’ advance notice of the replacement and shall provide the new key personnel’s name, title, and contact information at the time of delivery of notice. The County may reject any replacements by responding to the notice within ten (10) business days of receipt, specifying the reason for rejection. The Parties shall negotiate any rejected replacements and shall amend this Agreement in writing upon acceptance of replacements. Should the Parties fail to negotiate a replacement, the County may terminate this Agreement and shall incur no further liability except the unpaid portion of the provided Services as of the date of termination.

<b>Name</b>	<b>Title</b>	<b>E-mail</b>	<b>Phone Number</b>
<b>Robert Glass</b>	Corporate Supervisor	bglass@cglcompanies.com	916.678.7890
<b>Karl Becker</b>	Project Manager	kbecker@cglcompanies.com	217.414.9895
<b>Brad Sassatelli</b>	Analyst	bsassatelli@cglcompanies.com	217.823.3526
<b>Bill Lawhorn</b>	Analyst	blawhorn@cglcompanies.com	772.925.9141
<b>Brian Lee</b>	Analyst	blee@cglcompanies.com	602.828.4461
<b>Gary Mohr</b>	Analyst	gmohr@cglcompanies.com	740.466.5929
<b>Eric Ratts</b>	Justice Specialist	eratts@dlz.com	800.336.5352
<b>Scott Carnegie</b>	Assessment Specialist	scarnegie@dlz.com	800.336.5352

**4.2. Qualification.**

Contractor represents that its employees and subcontractors possess the necessary skill, expertise, and capability, including the availability of sufficient personnel with the necessary qualifications, to perform the services required by this Agreement. Contractor shall provide, at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be the employees of, or have any other contractual relationship with, the County.

**4.3. Replacement.**

Contractor shall not replace the employees listed above without the prior approval of the County. If the successor to any of those employees cannot be mutually agreed upon, the County shall have the right to terminate this Agreement upon thirty (30) days’ notice. Any replacement of listed personnel shall be by persons of equal qualifications, which shall be attested to by Contractor. County may require Contractor to remove and/or replace any such personnel upon fifteen (15) days’ written notice to Contractor. Without limitation to the foregoing, and when Contractor’s personnel are on County’s premises, Contractor will immediately remove and replace any Contractor personnel if County determines that such personnel violated, or may have violated, County’s policies or work rules, or any other rule, regulation, statute, or law. Upon County’s prior written consent, Contractor will also replace personnel when necessary and appropriate in County’s opinion. Contractor agrees to maintain a consistent skill level among all replacement personnel, whether Contractor or County instigated the replacement.

**4.4. Subcontracting and Contractor's Agents.**

Contractor shall have a written and enforceable agreement in place with each of its subcontractors that will enable Contractor to perform its obligations under this Agreement. Agents used or supplied by Contractor in the performance of any Services are employees or agents of Contractor, and under no circumstances are such individuals to be considered employees of County. Contractor shall have the sole responsibility for the conduct of its personnel and agents, and for payment of its personnel's and/or agent's entire compensation, including salary, withholding of income and social security taxes, workers' compensation, employee and disability benefits and the like. Contractor shall be responsible for all employer obligations toward all of its personnel and/or agents under all applicable laws and all of County's policies.

**4.5. Provision of Workspace and Materials.**

County agrees to provide mutually agreed upon and reasonable work and meeting space, general office supplies, and access to printing and copying equipment as needed for Contractor's personnel while working at County's facilities. Contractor shall provide all materials needed by Contractor's personnel in connection with the performance of Services under this Agreement at no additional expense to County.

**5. Term and Termination.**

**5.1. Term.**

The Term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until all Services in the Statement of Work are provided or until all funds are exhausted, unless terminated in accordance with this Section.

**5.2. Termination.**

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

**5.2.1. Termination for Breach**

Either Party may terminate this PSA for breach if the other Party fails to meet its obligations under this PSA in a timely or proper manner or violates any of its provisions. 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.

**5.2.2. Termination for Convenience.**

The County may terminate the PSA at any time and for any reason by giving Contractor thirty (30) days written notice of termination.

**5.2.3. Termination by County for Insufficient Funds.**

The County may terminate this PSA 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 PSA or any Statement of Work.

#### **5.2.4. Rights & Obligations**

The Parties shall retain any and all fully vested rights that exist on the effective date of termination. County's liability to 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 PSA until the termination date. Any payment due from the County upon termination is limited to the unpaid amount due under this Agreement.

### **6. Compensation & Payment.**

#### **6.1. Compensation.**

County shall compensate Contractor for work performed on an hourly basis at the billing rate(s) listed in the Statement of Work (Exhibit A). The total compensation to Contractor for Services performed under the Agreement shall not exceed **\$169,813.00**, including travel expense reimbursement, unless agreed to by the County in writing. Contractor must follow [Section 6.2: Travel Expenses](#) when requesting reimbursement of Travel Expenses.

#### **6.2. Travel Expenses.**

The County shall reimburse Contractor for Travel Expenses as permitted under [MCCO §56.05](#). Contractor represents that it has read and understands [MCCO §56.05](#), and agrees to abide by all rules, policies, and procedures outlined in that section. Only Travel Expenses in compliance with [MCCO §56.05](#) will be covered under this Agreement. Travel Expenses shall not exceed Milwaukee County does not pre-pay Travel Expenses.

#### **6.3. Payment Terms**

The County does not pre-pay for services unless specifically authorized in a Statement of Work. The County reserves the right to use a purchasing card to pay invoices. As a matter of practice, the County attempts to pay all invoices within thirty (30) days of receipt of an accurate invoice from Contractor and County's acceptance of the corresponding services that comply with the terms of this Agreement.

#### **6.4. Cost of Performance of Obligations.**

##### **6.4.1. General**

Contractor shall assume responsibility for all charges, costs, and fees incurred as a result of performing its obligations and rendering its services under this Agreement, unless otherwise indicated. The Contractor shall indemnify and hold the County harmless from any claims for payment of such charges, costs, and fees by any third party.

##### **6.4.2. Taxes**

Milwaukee County is exempt from Federal Excise Taxes and Wisconsin State Sales Taxes. Contractor shall submit its invoices without taxes.

##### **6.4.3. Permits & Licenses, Governmental Fees**

Contractor shall assume responsibility for all federal, state, and local permits, licenses, and fees, together with all governmental filing related to such permits, licenses, and fees, which arise out of



Contractor's performance of services under this Agreement, or which arise as a result of any compensation paid to Contractor under this Agreement.

**6.5. State Prompt Pay Law Exemption.**

State Prompt Pay Law, Wis. Stats. §16.528 does not apply to this Agreement.

**7. Invoicing the County.**

The Contractor shall invoice Milwaukee County as stated in this Section. Contractor shall send the County an invoice promptly after providing a service or deliverable that includes the following minimum information:

- a) The INFOR Contract #.
- b) The contract's Effective Date.
- c) Contractor's business name.
- d) Payee Name.
- e) Contractor's address.
- f) An invoice number.
- g) An invoice date.
- h) Contractor's email and phone # for billing issues.
- i) An invoice line for each item or service.
- j) Sufficient detail to support each invoice line (for example, units billed and unit rate, or hours billed and hourly rate).
- k) The date due.
- l) The amount billed.

If requesting payment by check, the Contractor shall also include its remittance address.

If requesting payment by Automated Clearing House (ACH), the Contractor shall also include:

- m) Bank Name.
- n) Bank Location (city and state).
- o) Bank's American Bankers Association routing number.
- p) Payee's Bank Account #.
- q) Type of Account (i.e. Checking or Savings).
- r) Email address of Contractor's Accounts Receivable/Finance Department who should receive the remittance information (the receipt that the funds reached Contractor's bank account).

The Contractor must submit invoices to the following recipient in order for Contractor's invoices to be considered received by the County:

**Department Name:** Milwaukee County Community Reintegration Center  
**Division Name:** CRC Fiscal Administration  
**County Contact Title:** Public Safety Fiscal Administrator – CRC  
**Department Address:** 8885 S. 68<sup>th</sup> Street, Franklin, WI 53132  
**Department Email:** [Michael.Bickerstaff@milwaukeecountywi.gov](mailto:Michael.Bickerstaff@milwaukeecountywi.gov)

## **8. Data Use, Management, Oversight, and Sharing**

### **8.1. Ownership of Data**

Upon completion of the work or upon termination of the Agreement, 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 Agreement shall be provided to and become the exclusive property of the County.

### **8.2. Use of County's Data**

Any reports, information, or 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 County. No reports or documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

## **9. Targeted Business Enterprise Goals.**

In compliance with [MCCO §56.17\(1d\)](#), the Contractor agrees that it will strive to implement the principles of active and aggressive efforts to assist Milwaukee County in meeting or exceeding its overall annual goal of participation of target enterprise firms.

**9.1.** Contractor shall comply with all provisions imposed by or pursuant to [MCCO Chapter 42](#) as regards Targeted Business Enterprise participation on County projects, when and where applicable, and as said Ordinance may be amended. The County shall notify Contractor in the event that new ordinances are issued.

**9.2.** Contractor shall adhere to the approved TBE participation plan (Exhibit D). The TBE participation plan requires the Contractor to commit a minimum percentage of its compensation under this PSA to the use of a third-party TBE firm certified by the County or by another government entity whose TBE certifications are recognized by the County. The TBE firm must maintain its TBE certification throughout the term of this Agreement. The Contractor shall obtain written permission from the Director of Community Business Development Partners prior to making any change(s) to the approved TBE participation plan.

**9.3.** If Contractor fails to achieve and maintain the level of TBE participation stated in participation plan, the Contractor shall provide documentation to the County demonstrating that it made good faith efforts in its attempt to meet the stated level of participation. If Contractor fails to reflect a good faith effort to achieve and maintain the level of TBE participation required throughout the term of the PSA, the County may consider this as a material breach of the PSA, and may terminate it in accordance with [Section 5.2: Termination](#).

**9.4.** Contractor shall submit monthly reports online as required by the County for the purpose of demonstrating compliance with this Section.

## **10. Confidentiality**

Contractor agrees that all work product and oral reporting shall be provided only to or as directed by the individual who is signing this Agreement on behalf of the County department, below, and not any other person or



entity, including any other County employee or official. Contractor further agrees that, aside from obligations described in [Section 18: Public Records](#) and as determined in cooperation with the County, Contractor shall maintain all materials and communications developed under or relating to this Agreement as confidential and shall disclose them only to or as directed by the individual who is signing this Agreement on behalf of the County department, below. Contractor understands that breach of confidentiality, especially regarding information that is not subject to public records law disclosure, may harm or create liability for the County and may require Contractor to indemnify County as provided in [Section 13: Indemnity](#).

## **11. County Rights of Access and Audit.**

### **11.1. By the County Audit Services Division.**

The Contractor shall allow the Milwaukee County Audit Services Division, with or without notice to audit, examine, and make copies of any and all records created or maintained by the Contractor which pertain to the terms and performance of this Master Agreement for a period of at least three (3) years following the termination of this PSA. The Contractor shall allow Milwaukee County in the course of any review to interview the Contractor's employees, agents, or contracted third parties regarding the performance of Services under this PSA and the County may utilize resulting information to support findings.

### **11.2. For Contract Management and Compliance.**

The Contractor shall allow Milwaukee County, with or without notice, to audit, examine, and make copies of any and all records created or maintained by the Contractor which pertain to the terms and performance of this PSA for a period of at least three (3) years following the termination of this PSA for any reason.

### **11.3. Contractor's Responsibilities in Subcontracting.**

By execution of this PSA, the Contractor represents that it understands and will abide by the requirements of [MCCO §34.09](#) and [§34.095](#). Contractor shall ensure, by contractual obligation with its subcontractors, third parties or agents, that any third-party performing work on this PSA on behalf of the Contractor is bound by the same terms and responsibilities as the Contractor. The Contractor shall provide written notice of these contractual obligations to its third-party agents and shall monitor its contracts for third party compliance.

## **12. Non-Discriminatory Contracts.**

### **12.1. Compliance with [MCCO §56.17\(1a\)](#).**

In the performance of work or execution of this contract, the 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 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. The contractor will post in conspicuous places, available for employment, notices to be provided by the county setting forth the provisions of the nondiscriminatory clause. A violation of this provision shall be sufficient cause for the county 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.

### 12.2. Compliance [MCCO §56.17\(1d\)](#)

The Contractor agrees that it will strive to implement the principles of equal employment opportunities through an effective affirmative action program, and will so certify prior to the award of the contract, which 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 the contractor's workforce, where these groups may have been previously under-utilized and under-represented. The contractor also agrees that in the event of any dispute as to compliance with the aforesaid requirements, it shall be his/her responsibility to show that he/she has met all such requirements.

### 12.3. Violations

When a violation of the non-discrimination, equal opportunity or Affirmative Action 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 the 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 Contractor for use in completing the Agreement, or it may permit Contractor to complete the Agreement, but, in either event, Contractor shall be ineligible to bid on any future contracts let by County.

### 13. Indemnity.

The Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless Milwaukee County and its agents, officers, and employees from and against all loss or expenses including costs and reasonable attorneys' 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 and/or its agent(s) which may arise out of or is connected with the activities covered by this Agreement. The County's liability is limited by [Wis. Stats. § 893.80](#) for general liability and [Wis. Stats. § 345.05\(3\)](#) for automobile liability.

The foregoing obligations are conditioned upon:

- 13.1. The County's prompt written notice to the Contractor of any claim, action or demand for which indemnity is claimed. The County's failure to give such notice shall not relieve the Contractor of its obligations under this PSA, except to the extent that the Contractor is materially prejudiced by the County's failure to provide notice.
- 13.2. Contractor's complete control of the defense and settlement of any claim. Contractor may not settle an indemnified claim without the written consent of the County.
- 13.3. The County's reasonable cooperation in the defense as the Contractor may request. The Contractor shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.



**14. Insurance.**

The Contractor shall, at its sole expense, acquire and maintain through the course of this PSA with Milwaukee County insurance policies with minimum limits listed in the Insurance Requirements Form, attached as Exhibit C.

The Contractor may obtain the listed coverages through any combination of primary and excess or umbrella liability insurance. The Contractor must acquire its insurance from carriers with a current A. M. Best rating of A X or better. The Contractor shall demonstrate compliance with the minimum limits in Exhibit C through a Certificate of Insurance or proof of self-insured retention. The Contractor shall send an annual copy of its Certificate of Insurance or proof of self-insured retention throughout the Term of this Agreement. Copies must be emailed to:

<b>DAS- Risk</b>	<b>Community Reintegration Center</b>	<b>DAS – Procurement</b>
Risk Management Division	Public Safety Fiscal Administrator – CRC	CRC Contract Manager
<a href="mailto:RM@milwaukeecountywi.gov">RM@milwaukeecountywi.gov</a>	<a href="mailto:Michael.Bickerstaff@milwaukeecountywi.gov">Michael.Bickerstaff@milwaukeecountywi.gov</a>	<a href="mailto:Lael.MacLellan@milwaukeecountywi.gov">Lael.MacLellan@milwaukeecountywi.gov</a>

The Contractor shall ensure that any agents, affiliates, subsidiary companies, third party suppliers, or subcontractors maintain appropriate insurance coverages for any services provided at the request of the Contractor on a Milwaukee County contract. These minimum requirements do not limit the liability assumed elsewhere in an executed contract.

The Contractor shall not make changes to the types of coverage, limits and/or other terms without the approval of the County’s Risk Manager.

**15. Prohibited Practices.**

**15.1. Conflict of Interest.**

During the period of this Agreement, the Contractor shall not hire, retain or utilize for compensation any member, officer, or employee of County or any person who, to the knowledge of the Contractor, has a conflict of interest.

**15.2. Code of Ethics.**

Contractor hereby attests that it is familiar with Milwaukee County’s Code of Ethics which states, in part, *“No person shall offer or give to any public official or employee, directly or indirectly, and no public official or employee shall solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the public official’s or employee’s vote, official actions or judgment, or could reasonably be considered as a reward for any official action or inaction or omission by of the public official or employee.”*

Additionally, the Contractor shall ensure all subcontractors and employees are familiarized with the statement above.

**15.3. Non-Conviction for Bribery.**

The Contractor hereby declares and affirms 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.

#### **15.4. Debarment or Suspension.**

The Contractor hereby declares and affirms that, to the best of its knowledge and belief, that its principles, owners, officers, shareholders, key employees, directors, and/or member partners:

- 15.4.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 15.4.2. Have not, within a three-year period preceding the date of execution of this Agreement, been convicted of, or had a civil judgment rendered against them for, commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or governmental transaction or contract under a public or governmental transaction, violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;
- 15.4.3. Are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses stated in [Section 15.4.2](#), above; and
- 15.4.4. Have not, within a three-year period preceding the date of execution of this Agreement, had one or more public or governmental transactions terminated for cause or for default.

#### **16. Compliance with County's Policies.**

##### **16.1. Safety and Security Policies.**

Contractor agrees to use all commercially reasonable efforts to cause any of its employees who provide services under this Agreement on County's premises to comply with County's safety and security policies that County communicates to the extent that such policies are applicable to the site where Contractor's employees are providing services. Notwithstanding the above, such standard safety and security policies shall not include policies related to drug testing.

##### **16.2. Drug Use Policies.**

Unless conflicting to any laws where the services are being provided, in which case this Section is not enforceable, Contractor will advise any Contractor employee who provides services under this Agreement on County's premises of County's right to require an initial drug screen prior to the commencement of the assignment and, further, to require a drug screen at any time during the assignment either:

- 16.2.1. If County believes, in good faith, that the Contractor's employee is under the influence of an illegal substance, or
- 16.2.2. As a consequence of an accident caused by or involving the Contractor's employee on County's premises during the performance of this Agreement and likely to have been related to Contractor's employee's use of an illegal substance.

Drug screening, unless provided by the County, shall be performed by Contractor at Contractor's expense, and Contractor will address any positive results and handle accordingly. Contractor's employee will not be permitted to perform the services if a positive result of the drug screen is determined.



**17. Notices.**

All notices with respect to this Agreement shall be in writing. Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand or electronically as described in [Section 20: Electronic Documents Considered Writing](#), or three days after posting via US Mail, to the party addressed as follows:

**To Contractor:**

CGL Companies, LLC  
ATTN: Robert Glass, Executive Vice President  
5200 Blue Lagoon Drive  
Suite 430  
Miami, FL 33126  
[bglass@cglcompanies.com](mailto:bglass@cglcompanies.com)

**To County:**

Milwaukee County Community Reintegration Center  
ATTN: Chantell Jewell, CRC Superintendent  
8885 S. 68<sup>th</sup> Street  
Franklin, WI 53132

[Chantell.Jewell@milwaukeecountywi.gov](mailto:Chantell.Jewell@milwaukeecountywi.gov)

*With copies to:*

Milwaukee County Corporation Counsel  
901 N. 9th Street, Room 303  
Milwaukee, WI 53233  
[Margaret.Daun@milwaukeecountywi.gov](mailto:Margaret.Daun@milwaukeecountywi.gov)

Milwaukee County DAS – Procurement  
ATTN: CRC Contract Manager  
633 W. Wisconsin Avenue, Suite 901  
Milwaukee, WI 53203  
[Lael.MacLellan@milwaukeecountywi.gov](mailto:Lael.MacLellan@milwaukeecountywi.gov)

Either party may designate a new address for purposes of this Agreement by written notice to the other party.

**18. Public Records.**

Both parties understand that the County is bound by public records law, and as such, all of the terms of this agreement are subject to and conditioned on the provisions of [Wis. Stat. § 19.21](#), *et seq.* Contractor hereby agrees that it shall be obligated to assist the County in retaining and timely producing records that are subject to the Wisconsin Public Records Law upon any statutory request having been made, and that any failure to do so shall constitute a material breach of this agreement, whereupon the Contractor shall then and in such event be obligated to indemnify, defend and hold the County harmless from liability under the Wisconsin Public Records Law occasioned by such breach. Except as otherwise authorized by the County in writing, records that are subject to the Wisconsin Public Records Law shall be maintained for a period of three years after receipt of final payment under this agreement.

**19. Independent Contractor.**

Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between County or its successors or assigns and Contractor or its successors or assigns. In entering into this 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. Nothing contained in this Agreement shall give Contractor any authority to supervise, manage, and/or direct County employees.

**20. Electronic Documents Considered Writing.**

Any document properly transmitted by computer access will be considered a "writing" delivered in connection with this Agreement. Electronic documents will be considered signed by a Party if they contain an agreed-upon electronic identification symbol or code as required by law. Electronic documents will be deemed received by a Party when accessible by the recipient on the computer system.

**21. Compliance with Laws.**

The Contractor agrees to comply with all applicable federal, state, and local statutes, laws, rules, regulations, ordinances, and all policies, procedures, standards, and regulations of any accreditation agencies or bodies. The Contractor agrees to hold the County harmless from any loss, damage, or liability resulting from a violation on the part of the Contractor of any such laws, rules, regulations, policies, procedures, standards, or ordinances.

**22. Choice of Law.**

This Agreement shall be governed, interpreted, construed, and enforced in accordance with the internal laws of the State of Wisconsin, without regard to its conflict of laws principles. Any litigation over the enforceability of the provisions herein or to enforce any rights hereunder shall be in state court with venue in Milwaukee County.

**23. Assignment Limitation, Subcontracts.**

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

**24. Severability.**

If any part of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity or enforceability of the remainder of this Agreement, unless the Agreement so construed fails to meet the essential business purposes of the Parties as manifested herein.

**25. Modification and Waiver.**

This Agreement may not be modified and none of its terms may be waived, except in writing and signed by authorized representatives of both Parties. To the extent that any term in any document, other than a writing signed by both Parties that expressly purports to amend this Agreement, is contrary to, or conflicts with this Agreement, the terms of this Agreement shall control. A waiver by a Party of any default shall not be deemed a waiver of a prior or subsequent default of the same or other provisions of this Agreement. The failure of a Party to enforce, or the delay by a Party in enforcing, any of its rights shall not be deemed a continuing waiver or a modification of this Agreement.



**26. Entire Agreement.**

This Agreement and all properly executed Statements of Work constitute the entire agreement between the Parties relating to the subject matter hereof, and supersede any and all prior agreements and negotiations, whether oral, written, or implied. No change, addition, or amendment shall be made except by written agreement signed by a duly authorized representative of each Party.

**27. Authorization.**

The County has executed this Agreement pursuant to action taken by its Board of Supervisors on \_\_\_\_\_, Resolution File No. \_\_\_\_\_.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]