



DEPARTMENT OF ADMINISTRATIVE SERVICES  
Procurement Division

Professional Service Agreement  
*Credit Service International Corporation*

INFOR Contract # \_\_\_\_\_

Bonfire Contract # \_\_\_\_\_

# MILWAUKEE COUNTY

## PROFESSIONAL SERVICE AGREEMENT

**For Collection of Court Ordered Judgments &  
Tax Refund Intercept Processing**  
*with*  
**Credit Service International Corporation**



**Executed on:** June 1, 2023

**Renewable:** No

**Expires on:** December 31, 2024

**Renewal Due:** Not Applicable

**Total Value:** \$

**Renewal Process:** RFP in 2023-2024

**Authority:** See [Section 8.1](#)

**Board Approval:**

**Issuing Dept:** Clerk of Circuit Court

**File No.** 23-550



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## **2 PREAMBLE**

This **PROFESSIONAL SERVICE AGREEMENT** (the “**PSA**”) is dated June 1, 2023 (the “**Effective Date**”) and is between **Milwaukee County**, a Wisconsin municipal body corporate located at 901 N. 9<sup>th</sup> Street, through its **Clerk of Circuit Court** represented by **Anna Hodges** (the “**County**”) and **Credit Service International Corporation**, a Wisconsin corporation with a primary place of business at **512 Second Street, Suite 6, Hudson, WI 54016** (the “**Contractor**” or “**CSI**”) combined to be considered the Parties to this Agreement (“**Parties**”).

## **3 RECITALS**

- 3.1.** On or around June 1, 2016, Milwaukee County and Credit Management Control, Inc. entered into a Professional Service Agreement for the collection of court-ordered judgments and tax refund intercept processing.
- 3.2.** The Agreement had an initial term of three (3) years, running from June 1, 2016, to May 31, 2018, and two options to renew at two (2) years each.
- 3.3.** The County and Contractor exercised two extensions of two (2) years each, running from June 1, 2018 – May 31, 2020, and June 1, 2020 – May 31, 2022.
- 3.4.** Effective December 1, 2022, Credit Management Control, Inc. (“CMC”) merged with Credit Service International Corporation (“CSI”). As a result of this merger, the obligations of the 2016 Professional Service Agreement were assumed by CSI.
- 3.5.** The current renewal option ends on May 31, 2022.
- 3.6.** The County is in the process of issuing an RFP for Collection Services to solicit a provider to provide collection of court-ordered judgments and tax refund intercept processing and plans to award a contract for such Services in 2023 – 2024.
- 3.7.** The County wish to continue providing the Services during the RFP process and transition period, and wishes to engage the incumbent vendor, CSI, to continue to perform Services.

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





## 4 DEFINITIONS

Terms defined in the preamble and recitals of this Agreement have their assigned meanings, 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>2016 RFP</b>	The 2016 RFP is Milwaukee County Request for Proposal #98160001, issued on February 2, 2016, by the Milwaukee County Clerk of Circuit Court and attached as Exhibit A.
<b>2023-2024 RFP</b>	The 2023-2024 RFP is the Request for Proposal the County intends to issue through its Department of Administrative Services – Procurement Division on behalf of the Milwaukee County Clerk of Circuit Court, seeking collection services for court ordered judgments and tax refund intercept processing.
<b>Addendum</b>	Something to be added, especially to a document; a supplement. For purposes of this PSA, an Addendum is any supplementary document to this PSA.
<b>Amendment</b>	A formal revision or addition proposed or made to a statute, constitution, pleading, order, or other instrument; specif. a change made by addition, deletion, or correction; esp. an alteration in wording. For purposes of this PSA, an Amendment is a formal revision or addition to the PSA document executed by authorized representatives of both Parties.
<b>B2Gnow</b>	A hosted software to assist in 49 CFR Part 23 & 26 compliance and reporting, maintains compliance with federal, state, and local diversity programs, communicates with certified firms and prime contractors, and protects Milwaukee County by preventing fraud. B2GNow is used by the Office of Economic Inclusion (OEI) to monitor and enforce Milwaukee County's targeted, small and Disadvantaged Business Enterprise (DBE) programs.
<b>Clerk of Circuit Court</b>	The Milwaukee County Clerk of Circuit Court's Office including the Clerk of Circuit Court, an elected constitutional officer, and the three divisions of the Office: Criminal, Civil, and Children's Court. The current elected Clerk of Circuit Court is Ms. Anna Maria Hodges.



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Term	Definition
<b>CMC</b>	Credit Management Control, Inc., a former Wisconsin corporation with its primary place of business at 1263 Main Street #212 in Green Bay, Wisconsin. CMC submitted the winning Proposal to the 2016 RFP and was awarded a contract in that year. In December of 2022, CMC merged with the Contractor and the obligations under the 2016 contract were assumed by the merged entity, Credit Service International Corporation.
<b>Contractor</b>	Credit Service International Corporation, a Wisconsin corporation with its primary place of business at 512 2 <sup>nd</sup> Street, Suite 6 in Hudson, Wisconsin. Credit Service International Corporation merged with CMC in December of 2022 and the merged entity assumed the obligations of CMC under the 2016 contract and 2016 RFP.
<b>County</b>	Milwaukee County, a Wisconsin municipal body corporate located on the shores of Lake Michigan and covering 241 square miles. It is the largest county in the State of Wisconsin with 951,448 residents and includes 19 municipalities. As a unit of local government, the County collects property taxes, constructs and maintains county highways, engages in land use planning, and maintains parks and recreational facilities. In Wisconsin, counties are also considered an arm of the state because they are required to carry out or enforce certain laws and programs.
<b>Deliverable</b>	A commodity or product able to be provided to the County at the end of a project or process. For example, a report, drawing, product, video, or software created or developed by the Contractor in performance of the Services.
<b>Exhibit</b>	A document attached to and made part of a pleading, motion, contract, or other instrument.
<b>Federal Excise Taxes</b>	Federal taxes imposed on the manufacture, sale, or use of goods, or on an occupation or activity.



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Term	Definition
<b>MCCO</b>	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>Milwaukee County Board</b>	The Milwaukee County Board of Supervisors, consisting of 18 County Board Supervisors, including a Chairperson. Supervisors are elected to two-year terms on a nonpartisan ballot to represent their constituents in assigned geographic areas of the County. Among other tasks, the County Board of Supervisors establishes policies and ordinances for the County, amends and adopts the annual budget, and confirms certain County Executive appointments.
<b>Milwaukee County Directives</b>	Any Milwaukee County rule, regulation, or administrative requirement imposed on the Contractor through this PSA (for example, Milwaukee County's Information Technology Policies). For purposes of this PSA, all applicable Milwaukee County Directives are attached as Exhibit F.
<b>OEI</b>	The Office of Economic Inclusion, division of Milwaukee County's Department of Administrative Services (DAS) which designs, implements, monitors, and enforces Milwaukee County's targeted, small, and Disadvantaged Business Enterprise (DBE) programs.
<b>Party, Parties</b>	One who takes part in a transaction. For purposes of this PSA, the Parties are identified in the Preamble.
<b>Proposal</b>	Something offered for consideration or acceptance. For purposes of this PSA, the Proposal means CMC's Proposal in response to the 2016 RFP.
<b>Risk</b>	The Risk Management Division of the Department of Administrative Services. Risk Management oversees all lines of liability claim administration, self-insurance functions, excess insurance procurement, safety and loss prevention and ensures proper risk transfer techniques for all the county's contractual obligations.





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Term	Definition
<b>Services</b>	The intangible commodities the Contractor will provide in the form of human effort such as labor, skill, or advice under this PSA, as further defined in this PSA, the 2016 RFP, and the Proposal.
<b>TBE</b>	A Milwaukee County Targeted Business Enterprise as defined in Chapter 42 of the Milwaukee County Code of Ordinances.
<b>TBE Participation Plan</b>	The Contractor's completed TBE-12 Waiver or TBE-14 Commitment form, as agreed to by the Office of Economic Inclusion.
<b>Wisconsin State Sales Taxes</b>	A tax imposed on the sale of goods and services by the State of Wisconsin, measured as a percentage of their price.

When a term is not defined in this Section, within the body of this PSA and any Exhibits to this PSA, the Parties shall first refer to the definitions of such terms as stated in the most current edition of [Black's Law Dictionary](#), second to the definitions as published in the [Milwaukee County Terms In Use Guide](#), third to the most current edition of the [Oxford Dictionary of English](#), and last to common-use definitions in the year of execution of the PSA.

## **5 ORDER OF PRECEDENCE; STRUCTURE**

### **5.1 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 Exhibits, Addenda, or Amendments to the PSA:

- 5.1.1** This Professional Service Agreement
- 5.1.2** The 2016 Request for Proposal (Exhibit A)
- 5.1.3** CMC's Proposal Response to the 2016 RFP (Exhibit B)
- 5.1.4** The Standard Insurance Requirements Form (Exhibit C)
- 5.1.5** The Contractor's TBE Participation Plan (Exhibit D)
- 5.1.6** The Contractor's completed EEOC Form (Exhibit E)



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- 5.1.7 Any applicable Milwaukee County Directives (Exhibit F) and
- 5.1.8 Any addenda, amendments, or attachments to this PSA.

## 5.2 AGREEMENT STRUCTURE

Any Amendment executed by the Parties under this PSA is subject to both the terms and conditions of the PSA and any additional terms and conditions set forth in any Amendment or other document(s) incorporated by reference to the PSA. All Amendments shall set forth the specific products, Services, and Deliverables the Contractor will provide and shall identify delivery methods, fees, and any other terms applicable to the products, Services, and Deliverables provided. The Parties intend that the various PSA documents supplement one another and agree that any interpretation of the documents must avoid creating or assuming conflict between PSA documents. In the event that a true conflict exists between the terms and conditions of this PSA and any Addendum or Amendment, the terms and conditions of the most current Addendum or Amendment shall control.

## 6 TERM & TERMINATION

### 6.1 TERM

The Term of this PSA shall commence on June 1, 2023 (the **"Effective Date"**) and continue in full force and effect on a month-to-month basis and at the County's sole option until award of a new contract or until December 31, 2024, whichever comes first.

### 6.2 TERMINATION

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

#### 6.2.1 UPON AWARD OF NEW CONTRACT

The County may unilaterally cancel this PSA upon award of a new contract under the 2023-2024 RFP. The County shall provide the Contractor with a minimum of thirty (30) days' notice of cancellation of the month-to-month agreement following successful award of the 2023-2024 RFP.

#### 6.2.2 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.

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#### **6.2.2.1 RIGHT TO CURE**

The breaching Party retains the right to cure any identified violations within thirty (30) days of the notice of intent to terminate. The PSA will not terminate if the breaching Party successfully cures any violations within the 30-day window. The right to cure is limited to those violations which can reasonably be cured within the stated 30-day window. Each Party retains the right to terminate the PSA immediately if the breaching Party cannot cure within the prescribed cure period, or if the breach is impossible to cure.

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#### **6.2.3 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.

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#### **6.2.4 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.

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#### **6.2.5 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 PSA.

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## **7 SCOPE OF SERVICES**

The Contractor shall provide debt collection Services, including the use of the State of Wisconsin Department of Revenue's Tax Refund Intercept Program ("TRIP") to collect unpaid court-ordered judgments on behalf of the Milwaukee County Clerk of Circuit Court.

The Contractor shall ensure its Services materially comply with the 2016 Request for Proposal (the "RFP") and CMC's Proposal in response to the RFP (the "Proposal"), attached as Exhibits A and B, respectively.



## **7.1 GENERAL SERVICES**

The Contractor shall:

- 7.1.1** 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.
- 7.1.2** Utilize direct collection efforts and use of the TRIP.
- 7.1.3** Provide dedicated systems to make credit and debit card payments, by phone and website, 24 hours a day, 7 days a week.
- 7.1.4** 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.
- 7.1.5** Coordinate and manage TRIP processing.

## **7.2 SPECIFIC PERFORMANCE OF SERVICES**

The Contractor shall specifically perform the following activities:

- 7.2.1** Attempt through various methods and procedures to achieve the highest rate of recovery possible, including:
  - 7.2.1.1** Assigning dedicated collectors to maintain a collection staffing level proportionate to the volume of both accounts referred and in process with TRIP.
  - 7.2.1.2** Mailing a reasonable number of notices.
  - 7.2.1.3** Making a reasonable number of telephone calls.
  - 7.2.1.4** Performing skip tracing as needed.
  - 7.2.1.5** Making personal contact with the debtor, as Contractor deems necessary.
  - 7.2.1.6** Certification to TRIP as timely as possible and related maintenance to file.
  - 7.2.1.7** Continue collections effort before and after debt has been certified to TRIP.





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- 7.2.2** 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 8: County's Right to Collect](#).
- 7.2.3** 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 8: County's Right to Collect](#).
- 7.2.4** 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 8: County's Right to Collect](#).
- 7.2.5** List referrals and ensure the first letter is mailed within twenty-four (24) hours of receipt of the referral by the Contractor.
- 7.2.6** Transmit daily acknowledgements of received referrals to the County.
- 7.2.7** 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 8: County's Right to Collect](#).
- 7.2.8** Provide a dedicated website for defendants to pay by credit/debit cards.
- 7.2.9** 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 8: County's Right to Collect](#) and as permissible by law.
- 7.2.10** Provide a method for debtors to ask questions and receive timely responses.
- 7.2.11** 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.
- 7.2.12** 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.
- 7.2.13** File claims related to probate for defendants with outstanding debt.





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- 7.2.14** 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.
- 7.2.15** Prepare court forms for garnishment of wages for the collection of referred debt and deliver forms to the County for filing.
- 7.2.16** 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. Contract shall coordinate sending the worksheet to the County and wire transfer the collected funds to the County's bank, **same day**.
- 7.2.17** Report all direct payments on accounts listed with Contractor, within a one to two working day period, via fax or e-mail.
- 7.2.18** 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.
- 7.2.19** Ensure that all payments made to the Contractor by money, check, money orders or credit/debit cards are paid to the County. Contractor shall bill the County for the agreed upon commission rates, as outlined in [Section 8: County's Right to Collect](#).
- 7.2.20** Bill the County for commission fees twice monthly, on the 15th and the last day of the month. The Contractor shall submit a billing report that summarizes payments collected by Contractor and payments made at the County's office during the billing period. The Contractor shall ensure each period's commission billing statement includes 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.
- 7.2.21** Make every attempt to certify debt to TRIP within 90 days of referral and provide County a list of same. Direct collection efforts must continue in earnest.
- 7.2.22** Manage the TRIP function for accounts the County has referred, including, but not limited to:



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- 7.2.22.1** 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);
  - 7.2.22.2** e-mailing court representative(s) with any unresolved questions;
  - 7.2.22.3** providing County with the telephone number(s) and name(s) of the contractor's representative(s) handling telephone calls generated from the mailed notices;
  - 7.2.22.4** listing qualified accounts with TRIP;
  - 7.2.22.5** obtaining and verifying social security and driver's license numbers;
  - 7.2.22.6** managing all account information and all file maintenance;
  - 7.2.22.7** working with the County to resolve and correct errors and timely retransmit information;
  - 7.2.22.8** updating records and providing the County reports corresponding to the TRIP weekly activity;
  - 7.2.22.9** timely removing paid or zeroed out debt;
  - 7.2.22.10** performing audits of the County's certified debt in the TRIP database; and
  - 7.2.22.11** providing weekly Excel e-mailed work sheets corresponding to the amount intercepted and providing a weekly cumulate report of TRIP activity.
- 7.2.23** 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.
- 7.2.24** 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:
- 7.2.24.1** not certified with TRIP, with a remaining unpaid balance; and
  - 7.2.24.2** certified with TRIP, with a remaining unpaid balance.
- 7.2.25** These cases may be taken back from collection and given to another collection agency as secondary placements.
- 7.2.26** Reimburse County for any amount which becomes uncollectible due to any error, wrongful, intentional, or negligent act or omission of Contractor.
- 7.2.27** Ensure that it does not use any debt collection practices that could be interpreted as harassment.
- 7.2.28** Ensure that its collection efforts shall conform to industry standards and shall comply with all federal, state, and county laws.



## **7.3 REPORTS**

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

- 7.3.1** Monthly report listing returned accounts by last/first name, with case number, balance outstanding, and providing a reason why the account was returned.
- 7.3.2** Quarterly aging receivable/payment summary report of account. Information shall include a minimum of:
  - 7.3.2.1** Length of time it takes a payment to be made from referral date.
  - 7.3.2.2** Aging data by case number, last/first name with amount due.
  - 7.3.2.3** Total amount at collection.
  - 7.3.2.4** Percent, number of cases, and amount of debt at TRIP.
  - 7.3.2.5** Percent, number of cases, and amount of debt not at TRIP.
  - 7.3.2.6** Period collection percent.
  - 7.3.2.7** 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.
  - 7.3.2.8** Ability to sort any data element field in either ascending or descending order.
- 7.3.3** Bi-monthly billing statement, see [Section 9: Compensation and Payment](#).
- 7.3.4** 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.
- 7.3.5** Monthly pie chart analysis, displaying activity.
- 7.3.6** Monthly, provide a summary of the percentage of debt certified with TRIP and not at TRIP, related to the total amount of accounts referred.

## **7.4 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.



## **7.5 INABILITY TO PROVIDE SERVICES**

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.

## **8 COUNTY'S RIGHT TO COLLECT**

### **8.1 STATUTORY AUTHORITY**

Milwaukee County, through its Clerk of Circuit Court, is granted the authority to contract for the collection of these fine/forfeitures, surcharges, assessments, and attorney fees through Wisconsin Statutes Chapter 59.40(4).

The Milwaukee County Board also granted express authority to the Clerk of Circuit Court by resolution dated February 1, 1996, file number 96-99.

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

### **8.2 COUNTY'S 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 are not limited to:

- 8.2.1** Handing out payment options at the time a citation is issued.
- 8.2.2** Mailing default judgment notices, providing payment slips in court, mailing reminder notices.
- 8.2.3** Preparing failure to pay actions.

Normally, ten (10) to twenty (20) days after the judgment is past due, County will refer accounts to Contractor.





## **9 COMPENSATION & PAYMENT**

### **9.1 BILLING AND COMMISSIONS**

#### **9.1.1 BILLING**

The Contractor shall bill the County twice monthly on the 15th and on the last day of each month. The Contractor shall bill the County at the percentages listed in [Section 9.1.2: Commission Rates](#).

#### **9.1.2 COMMISSION RATES**

The Contractor may collect a commission on all money collected on cases turned over to the Contractor, and may bill the County for this commission, as follows:

- 9.1.2.1** Commission earned on direct collections shall not exceed thirteen (13) percent if payment is made at Contractor's office.
- 9.1.2.2** 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.
- 9.1.2.3** Commission earned if payment is obtained from TRIP shall not exceed six (6) percent.
- 9.1.2.4** 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.
- 9.1.2.5** 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.
- 9.1.2.6** Any funds collected from debtor shall be applied first towards restitution/recompense debt and then to all other debt.
- 9.1.2.7** 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.
- 9.1.2.8** 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





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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.

## **9.2 COST OF PERFORMANCE OF OBLIGATIONS**

The Contractor is responsible for all costs, expenses, and disbursements required to provide its Services under this PSA, including computer equipment and software, internet, telephone, fax, postage, photocopying, etc.

### **9.2.1 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.

### **9.2.2 TAXES**

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

### **9.2.3 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.

## **10 DATA USE, MANAGEMENT, OVERSIGHT, AND SHARING**

### **10.1 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.



## **10.2 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.

## **10.3 MEDIA RELEASES & ADVERTISING**

Contractor is responsible for all marketing and advertising to promote its activities, provided, however, that the County retains the right to prohibit any advertisement or marketing that it deems inappropriate, inaccurate, or otherwise.

Contractor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures, or other representation of the County unless the Contractor receives specific written authorization in advance from the County Administrator or designee.

Contractor will limit and direct any of its advertising on the County's premises and shall plan for such advertising with the County Administrator. Contractor shall not install any signs or other displays within or outside the County's premises unless in each instance it obtains prior written approval from the County.

Nothing in this Section shall preclude Contractor from listing County on its routine client list for matters of reference.

## **11 COMMITMENT TO EQUITY; TBE GOALS**

### **11.1 COMMITMENT TO EQUITY**

As a governmental body, Milwaukee County recognizes its power to make change at a systemic level, Milwaukee County passed an ordinance (Code of Ordinances - Chapter 108, Achieving Racial & Health Equity) that commits itself to identify and address policies, practices, and power structures that, whether intentionally or unintentionally, that work in favor of white people and create barriers for Black, Indigenous and People Of Color (BIPOC). The MCCO §108 ensures racial equity is a top priority of Milwaukee County government and remains larger than any one



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government leader and identifies that institutionalization of racial equity in the County's mission, vision, values, and Services are of the utmost priority.

The County and Contractor acknowledge that racism has been, is, and will continue to be, a public health crisis until race is no longer a predictor of quality or length of life in Milwaukee County, and that the vision of the County is "By achieving racial equity, Milwaukee County is the healthiest county in Wisconsin." The Contractor acknowledges that Milwaukee County has a county-wide goal to improve equitable service delivery and develop an organizational culture of equity, and that to address systemic racism affecting county residents, Milwaukee County is committed to prioritizing racial equity to address structural and institutional racism that produces disparate population health outcomes.

The Contractor represents and warrants that it will cooperate with Milwaukee County in its efforts to prioritize racial equity to address structural and institutional racism and dismantle barriers producing disparities in population health outcomes for BIPOC service recipients and Milwaukee County communities. The Contractor shall ensure its practices and Services provided align with the County's vision and demonstrate its commitment to racial equity at all levels of the contract's performance.

The Contractor acknowledges and agrees it must actively participate in the County's mission and vision, and that failure to do so may be cause for contract termination.

## **11.2 COMPLIANCE WITH MCCO CHAPTER 42**

Contractor shall comply with all provisions imposed by or pursuant to MCCO Chapter [42](#) as regards Targeted Business Enterprise ("TBE") 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. The Contractor acknowledges and agrees that the assignment of a TBE participation goal through this PSA represents a binding obligation to engage with a TBE partner in good faith and to abide by all provisions of Section 9 when providing goods or Services to the County.

**The Parties acknowledge and agree that no TBE goal is assigned to this PSA.**



## **12 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 under the public records law as more fully described in [Section 20: 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 15: Indemnity](#).

## **13 COUNTY RIGHTS OF ACCESS AND AUDIT**

### **13.1 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 Professional Service 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.

### **13.2 FOR CONTRACT PSANAGEMENT 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 Professional Service Agreement for a period of at least three (3) years following the termination of this PSA. The Contractor shall provide real time view access to all collection systems to identified County staff for purposes of audit and compliance review.





### 13.3 CONTRACTOR'S RESPONSIBILITIES IN SUBCONTRACTING

By execution of this PSA, the Contractor represents that it understands and will abide by the requirements of §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.

## 14 NON-DISCRIMINATORY CONTRACTS

### 14.1 COMPLIANCE WITH MCCO §56.17(1)(A)

The Contractor shall comply with MCCO §56.17(1)(A), which states:

*“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.”*

### 14.2 COMPLIANCE WITH MCCO §56.17(1)(D)

The Contractor shall comply with MCCO §56.17(1)(d), which states:

*“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 aforesated requirements, it shall be his/her responsibility to show that he/she has met all such requirements."*

### 14.3 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.

### 15 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. Section 893.80 for general liability and Wis. Stats. Section 345.05(3) for automobile liability.

The foregoing obligations are conditioned upon:

- 15.1. 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 or any Amendments or Addenda, except to the



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extent that the Contractor is materially prejudiced by the County's failure to provide notice.

- 15.2.** 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.
- 15.3.** 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.

## 16 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 Standard 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>Department of Administrative Services</b>		<b>Clerk of Circuit Court</b>
Risk Management Division	Procurement Division	Senior Administrator
Risk Manager	Contract Manager	Theodore Chisholm
<a href="mailto:RM@milwaukeecountywi.gov">RM@milwaukeecountywi.gov</a>	<a href="mailto:Lael.MacLellan@milwaukeecountywi.gov">Lael.MacLellan@milwaukeecountywi.gov</a>	<a href="mailto:Theodore.Chisholm@wicourts.gov">Theodore.Chisholm@wicourts.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.



## 17 PROHIBITED PRACTICES

### 17.1 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.

### 17.2 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.

### 17.3 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.

### 17.4 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:

- 17.4.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;



- 17.4.2** 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;
- 17.4.3** Are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses stated in 17.4.2, above; and
- 17.4.4** 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.

## **18 COMPLIANCE WITH COUNTY'S POLICIES**

### **18.1 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.

### **18.2 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:

- 18.2.1** If County believes, in good faith, that the Contractor's employee is under the influence of an illegal substance, or





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- 18.2.2** 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.

### 18.3 INFORMATION TECHNOLOGY POLICIES

The Contractor shall materially comply with Milwaukee County's Information Technology Policies as those Policies may apply to the Services provided under this PSA. The Information Technology Policies are attached to this Agreement as Exhibit F.

## 19 NOTICES

All notices with respect to this Agreement shall be in writing. Writing expressly includes transmission of documents via electronic systems such as e-mail as identified in [Section 22: Electronic Documents Considered Writing](#). Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by electronic systems or by hand, or three days after posting via US Mail, to the Party addressed as follows:

To Contractor:		To County:	
<b>Entity Name:</b>	Credit Service International Corporation	<b>Department:</b>	Clerk of Circuit Court
<b>ATTN:</b>	Director of Operations	<b>ATTN:</b>	Senior Administrator
<b>Address:</b>	512 Second Street, Suite 6 Hudson, WI 54016	<b>Address:</b>	901 N. 9 <sup>th</sup> Street Milwaukee, WI 53233
<b>E-Mail:</b>	<a href="mailto:wendie@creditserviceintl.com">wendie@creditserviceintl.com</a>	<b>E-Mail:</b>	<a href="mailto:Theodore.Chisholm@Wlcourts.gov">Theodore.Chisholm@Wlcourts.gov</a>
<i>with a copy to:</i>		<i>with a copy to:</i>	





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	Milwaukee County Corporation Counsel 901 N. 9 <sup>th</sup> Street, Room 303 Milwaukee, WI 53233 <a href="mailto:Margaret.Daun@milwaukeecountywi.gov">Margaret.Daun@milwaukeecountywi.gov</a>
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Either Party may designate a new address for purposes of this Agreement by written notice to the other Party.

## **20 PUBLIC RECORDS**

Both Parties understand that the County is bound by the 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.

## **21 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.

## **22 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.

## **23 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.

## **24 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.

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

## **26 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.



## **27 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.

## **28 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.

## **29 ENTIRE AGREEMENT**

This Agreement and all properly executed Amendments or Addenda 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.

## **30 AUTHORIZATION**

The County has executed this Agreement pursuant to action taken by its Board of Supervisors on \_\_\_\_\_, Resolution File No.23-550.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**