

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

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

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

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

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

**1. SCOPE OF SERVICES**

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

**2. TERM**

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

**3. COMPENSATION**

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

**4. INDEPENDENT CONTRACTOR**

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

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**5. FORCE MAJEURE**

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

**6. APPLICABLE LAW**

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

**7. DRUG-FREE WORKPLACE**

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

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

**8. INDEMNITY BY THE VENDOR**

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

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

**9. STAFF PROJECT PARTICIPATION**

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

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

**10. TERMINATION BY VENDOR**

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

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

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

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

**11. OFFER TO PURCHASE VEHICLES AND EQUIPMENT**

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

**12. COOPERATION UPON TERMINATION**

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

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

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

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

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

**15. ELIMINATION, DELAY OR REDUCTION IN FUNDING**

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

**16. BILLING AND PAYMENT PROCESS**

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

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

**17. ASSIGNMENT**

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

Limitation- The final executed Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

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

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**18. CODE OF ETHICS**

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

**9.05 Code of Ethics**

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

**19. BINDING EFFECT**

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

**20. ENTIRE AGREEMENT**

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

**21. PERMITS, TAXES, LICENSES**

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

**22. FAILURE TO PERFORM**

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

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

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

**23. SPACE AND UTILITIES**

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

**24. OWNERSHIP OF DATA**

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

**25. RECORDS AND AUDITS.**

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

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**26. AFFIRMATIVE ACTION**

The Vendor assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Vendor assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Vendor assures that it will require that its covered sub-organizations provide assurances to the Vendor that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

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

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

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**28. DBE PARTICIPATION**

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

**29. INSURANCE COVERAGE**

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



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

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

- 29.5. Milwaukee County, as its interests may appear, shall be named as, and receive copies of, an "additional insured" endorsement, for general liability, automobile insurance, environmental liability and umbrella/excess insurance. Umbrella / excess liability must cover general liability and automobile liability exposures. Milwaukee County must be afforded a thirty day (30) written notice of cancellation or non-renewal. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A certificate indicating the above coverages shall be submitted for review and approval by county for the duration of this Agreement. Exceptions of compliance with "additional insured" endorsement are: Transport companies insured through the State "Assigned Risk Business" (ARB) and Professional Liability where additional insured are not allowed.
- 29.6. If Vendor's Professional Liability insurance is underwritten on a Claims-Made basis, the Retroactive date shall be prior to or coincide with the date of this agreement, the Certificate of Insurance shall state that *professional malpractice or errors and omissions coverage, if the services being provided are professional services* coverage is Claims-Made and indicate the Retroactive Date. Vendor shall maintain coverage for the duration of this agreement and for five (5) years following the completion of this agreement. It is also agreed that on Claims-Made Professional Liability policies, either Vendor or County may invoke the tail option on behalf of the other party and that the Extended Reporting premium shall be paid by the Vendor.
- 29.7. Binders are acceptable preliminarily during the provider application process to evidence compliance with the insurance requirements
- 29.8. All coverage shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the Milwaukee County Risk Manager for approval prior to the commencement of activities under the contract.
- Milwaukee County Risk Manager  
County Milwaukee Courthouse - Room 302  
901 N. 9th St.  
Milwaukee, WI 53233
- The insurance requirements contained within this agreement are subject to periodic review and adjustment by the County Risk Manager.
- 29.9. All of the insurance coverage specified about shall be placed with an "A" rated carrier per Best's Rating Guide approved to do business in the State of Wisconsin. Any deviation or waiver of required coverages or minimums shall be submitted in writing and approved by Milwaukee County Director of Risk Management and Insurance as a condition of the agreement.

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29.10. MILWAUKEE COUNTY, AS ITS INTERESTS MAY APPEAR, SHALL BE NAMED AS AN ADDITIONAL INSURED FOR GENERAL LIABILITY, IF APPLICABLE, AS RESPECTS THE SERVICES PROVIDED IN THE AGREEMENT RESULTING FROM THIS RFP. DISCLOSURE MUST BE MADE OF ANY NON-STANDARD OR RESTRICTIVE ADDITIONAL INSURED ENDORSEMENT, AND ANY USE OF NON-STANDARD OR RESTRICTIVE ADDITIONAL INSURED ENDORSEMENT WILL NOT BE ACCEPTABLE. VENDOR'S NAMING OF MILWAUKEE COUNTY AS AN ADDITIONAL INSURED ON ITS LIABILITY POLICIES PURSUANT TO THIS AGREEMENT SHALL AFFORD COVERAGE ONLY FOR THE NEGLIGENT ACTS OR OMISSIONS OF VENDOR PURSUANT TO THIS AGREEMENT, SHALL BE LIMITED TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND SHALL IN NO EVENT BE CONSTRUED FOR ANY PURPOSE SO AS TO MAKE VENDOR OR THE ISSUER OF SUCH POLICIES LIABLE FOR THE NEGLIGENCE (JOINT, CONCURRENT, INDEPENDENT, OR INDIVIDUAL), ACTS, ERRORS OR OMISSIONS OF MILWAUKEE COUNTY OR ITS EMPLOYEES. THE ADDITIONAL INSURED COVERAGE IS PROVIDED TO THE EXTENT OF THE INDEMNIFICATION PROVISION IN ARTICLE 8 OF THIS AGREEMENT. A THIRTY (30) DAY WRITTEN NOTICE OF CANCELLATION, NON-RENEWAL, OR MATERIAL CHANGE SHALL BE AFFORDED TO MILWAUKEE COUNTY.

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

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

**30. MISCELLANEOUS**

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

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

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

G4S USA:	G4S Secure Solutions (USA) Inc. 1395 University Blvd. Jupiter, Florida 33458 Attn: Contracts Management Department
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MSCO:	Richard R. Schmidt, Inspector Milwaukee County Sheriff's Office 821 W. State St. Milwaukee, WI. 53233
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Assignment: The parties hereby agree that this Agreement shall not be assigned or transferred by either party without the prior written consent of the other party; provided, however, that this Agreement may be assigned, in whole or in part, by G4S USA, in its sole discretion, without the consent of MCSO, to any parent, subsidiary or affiliate of G4S USA or to any person or entity that acquires all or substantially all of the assets of G4S USA.

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**Exhibit "A"**

**INMATE TRANSPORTATION SERVICES SCOPE OF WORK**

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

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

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

**LOCATION OF SERVICES**

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

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

**SCOPE OF SERVICES**

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

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

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

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

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

### **ACCEPTANCE OF INMATES**

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

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

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

### **STANDARD OPERATING PROCEDURES**

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

### **PERSONNEL**

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

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

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

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

### **TRAINING**

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

### **G4S USA-PROVIDED EQUIPMENT**

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

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### MCSO OBLIGATIONS

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

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

### PRICING

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

#### LABOR

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

#### EQUIPMENT

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

### TRANSPORTATION RUNS

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

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

Year 1 Contract Proposed Rates (through 12/31/17):

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



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Year 2 Contract Proposed Rates:

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

Year 3 Contract Proposed Rates:

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

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

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

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

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

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

with the following yearly caps:

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

## Contract for Inmate Transportation Services

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

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

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for the Milwaukee County Sheriff's Office**

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

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

Milwaukee County

G4S Secure Solutions (USA) Inc.

\_\_\_\_\_  
Richard R. Schmidt, Inspector

\_\_\_\_\_  
Date

\_\_\_\_\_  
G4S

\_\_\_\_\_  
Date

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

Reviewed and approved by County Risk  
Manager:

\_\_\_\_\_  
Corporation Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Risk Management

\_\_\_\_\_  
Date

Milwaukee County

Milwaukee County

\_\_\_\_\_  
County Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
Scott Manske, Comptroller

\_\_\_\_\_  
Date

Approved with regards to County Ordinance  
Chapter 42

\_\_\_\_\_  
Community Business Development Partners

\_\_\_\_\_  
Date

Approved as to Wis. Stats. 59.41:

\_\_\_\_\_  
Corporation Counsel

\_\_\_\_\_  
Date

ATTACHMENT 1: MCSO CURRENT/AVERAGE  
WEEKLY AND MONTHLY TRANSPORTS

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