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County of Milwaukee Office of the Sheriff

David A. Clarke, Jr. Sheriff

PROFESSIONAL SERVICES CONTRACT

VETERINARY SERVICES

This contract between Milwaukee County, a Wisconsin municipal body corporate represented by the Milwaukee County Sheriff's Office, 821 W. State Street, Milwaukee, Wisconsin, 53233 (hereinafter called County) and Brentwood Animal Hospital, 318 W. Ryan Road, Oak Creek, WI 53154 (hereinafter called Contractor) is entered into on January 1, 2017.

1. Scope of Services

Services Provided

This contract will provide veterinary services for security dogs of the Milwaukee County Sheriff's Office based at the Milwaukee County Jail, Patrol or Airport Security.

Medications

Contractor shall specifically perform all of the tasks and achieve the objectives set forth below:

Wellness Exam	Heartgard 12 pack
Vaccines & Reminders	Frontline 12 pack:
Fecal Flotation Test	Up to 88 lb. size
Blood Collection	Up to 132 lb. Size
Annual Chemistry & Urin	nalysis
Heartworm/Lyme Test	
Boarding (cost per night)	
Handler First Aid Course	
Annual Physical Exams	

Contractor must be able to handle twenty dogs.

Routine & Non-emergency care

Service to the Community Since 1835

821 West State Street • Milwaukee, Wisconsin 53233-1488 414-278-4766 • http://www.mkesheriff.org

2. Dates of Performance

This contract is for a period of thirty-six months, January 1, 2017 through December 31, 2019 and renewable, separately, for up to two additional calendar 12 month periods. This contract will automatically renew unless the County notifies the Contractor of intent not to renew the contract 90 days prior to the December 31st expiration.

3. Compensation

Contractor shall not charge in excess of \$24,999 per annual term without the approval of the K-9 Unit Commander. Services will be provided at a 5% discount and then a 10% discount from usual and customary rates, with the exception of no discount for laboratory tests sent to outside laboratories and for prescription diets. Billings shall be monthly. State Prompt Pay Law, Section 66.285, does not apply to this contract. As a matter of practice, the County attempts to pay all invoices in 30 days. If no disputes arise, and the invoice has not been paid 60 days after it was received by the County, the Contractor may file a claim for 1.5% (annual rate) on amounts not paid after the 60th day.

4. <u>Indemnity</u>

The Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless the County and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Contractor, or its (their) agents which may arise out of or are connected with the activities covered by this contract. Contractor shall indemnify and save County harmless from any award of damages and costs against County for any action based on U.S. Patent or Copyright infringement regarding computer programs involved in the performance of the tasks and services covered by this contract. Contractor also shall indemnify and hold County harmless for any and all transportation of dogs in Contractor vehicles.

5. Insurance

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

Evidence of Worker's Compensation (with a waiver of subrogation in favor of Milwaukee County by policy endorsement) and General Liability and Automobile Liability insurance shall be given the County by a certificate naming the County as an additional insured on general and automobile coverages and affording a thirty (30) day written notice of cancellation, non-renewal, or known material change for the duration of this Contract. Certificate of Insurance showing all coverages, with Milwaukee County and the Milwaukee County Sheriff's Office named as additional insured parties must be provided before contract commencement.

Contractor agrees to provide a statement declaring that it does not carry commercial auto liability insurance and assumes all automobile related risk whether personal or commercial should Contractor transport any County/MCSO dogs.

The Contractor shall purchase and maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims of tort, statutes, and benefits under Workers' Compensation laws, as respects damage to persons or property and third parties in such coverages and amounts as required and approved by the County Director of Risk Management and Insurance. Acceptable proof of such coverages shall be furnished to the Director of Risk Management and Insurance prior to services commencing under this agreement.

The Contractor shall provide evidence of the following coverages and minimum amounts.

Type of Coverage

Minimum Limits

Wisconsin Workers' Compensation

Statutory

Employer's Liability

\$100,000/500,000/100,000

Commercial or Comprehensive General Liability

General Aggregate

\$1,000,000 Per Occurrence

Bodily Injury & Property Damage

\$1,000,000 Aggregate

Personal Injury

\$1,000,000 Per Person

Contractual Liability

\$1,000,000 Per Occurrence

Fire Legal Liability

\$ 50,000 Per Occurrence

Professional Liability

Errors & Omissions

\$1,000,000 Per Occurrence

Refer to paragraph A2 for additional conditions

Automobile Liability

Bodily Injury & Property Damage

\$1,000,000 Per Accident

All Autos - owned, non-owned and/or hired

Uninsured Motorists

Per Wisconsin Requirements

MILWAUKEE COUNTY, AS ITS INTEREST MAY APPEAR, SHALL BE NAMED AS AN ADDITIONAL INSURED FOR GENERAL, AUTOMOBILE, GARAGE KEEPERS LEGAL AND ENVIRONMENTAL IMPAIRMENT LIABILITY, AS RESPECTS THE SERVICES PROVIDED IN THIS AGREEMENT. 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 THIRTY (30) DAY WRITTEN NOTICE OF CANCELLATION, NON-RENEWAL, OR MATERIAL CHANGE SHALL BE AFFORDED TO THE COUNTY.

The insurance specified above shall be placed with an "A" rated carrier per Best's Rating Guide approved to do business in the State of Wisconsin. Any deviations or waiver of required coverages or minimums shall be submitted in writing and approved by the County Director of Risk Management and Insurance as a condition of this agreement. Waivers may be granted when surplus lines and specialty carriers are used.

A Certificate of Insurance shall be submitted for review to the COUNTY for each successive period of coverage for the duration of this agreement.

A.1. Compliance with Governmental Requirements

The Contractor shall evidence satisfactory compliance for Unemployment Compensation and Social Security reporting as required by Federal and State laws.

A.2. Professional Liability - Additional Provisions

The Contractor agrees to provide additional information on their professional liability coverages as respects policy type, i.e., errors & omissions for consultants, architects, and/or engineers, etc.; applicable retention levels; coverage form, i.e., claims-made, occurrence; discovery clause conditions, and effective retroactive and expiration dates, to the County Director of Risk Management and Insurance as may be requested to obtain approval of coverages as respects this section.

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

The Contractor shall certify and make available loss information from any Insurer as to any claims filed or pending against any and all professional liability coverages in effect for the past five (5) years, if requested. The Contractor shall certify to inform the Owner of any claims filed for errors and omissions that may be covered under professional coverages pursuant to the work within ten (10) days of notice of the occurrence or claim filing, whichever is sooner.

Deviations and waivers may be requested in writing based on market conditions to the County Director of Risk Management and Insurance. Approval shall be given in writing of any acceptable

deviation or waiver to the Contractor prior to the Contractor effecting any change in conditions as contained in this section. Waivers shall not be unduly withheld nor denied without consultation with the Contractor.

It is understood and agreed that the Contractor will obtain information on the professional liability coverages of all sub-contractors and/or sub-consultants in the same form as specified above for review of the Owner.

6. <u>Contract Termination</u>

This contract may be terminated thirty (30) days following written notice by County or Contractor for any reason unless an earlier date is determined by County to be essential to the safety and well being of the dogs and handlers covered by this contract. Failure to comply with any part of this contract may be considered cause for early termination. The County will only be liable for services rendered through the date of termination and not for the uncompleted portion, or any materials or services purchased or paid by Contractor for use in completing this contract.

Contractor shall notify County, in writing, whenever it is unable to provide the required quality or quantity of services. Upon such notification, County and Contractor shall determine whether such inability will require a revision or early termination of this contract.

7. Contract Renegotiation

This contract may be renegotiated in the event of changes required by law, regulations, court action, or inability of either party to perform as committed in this contract.

8. <u>Independent Contractor</u>

Nothing contained in this contract shall constitute or be construed to create a partnership or joint venture between County and Contractor or its successors or assignees. In entering into this contract and in action 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.

9. Subcontracts

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

10. Assignment Limitation

This Agreement shall be binding upon and insure 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.

11. Prohibited Practices

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

12. Non-discrimination, Equal Employment Opportunity and Affirmative Action Programs

In the performance of work under this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or handicap, which shall include but not be limited to the following:

Employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. Contractor will post in conspicuous places, available for employees and applicants for employment, notices to be provided by County, setting forth the provisions of the non-discrimination clause.

Contractor agrees that it will strive to implement the principle of equal employment opportunities through an effective affirmative action program, and has so indicated in the certificate which is attached hereto as Appendix A 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 Contractor's work force where these groups may have been previously under-utilized and under-represented. Contractor also agrees that in the event of any dispute as to compliance with the forestalled requirements, it shall be its responsibility to show that it has met all such requirements.

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 this section are committed during the term of the Contract, County may terminate the Contract without liability for the uncompleted portion of any materials or services purchased or paid for by Contractor for use in completing the Contract, or it may permit Contractor to complete the Contract, but in either event, Contractor shall be ineligible to bid on any further Contract let by County.

completing the Contract, or it may permit Contractor to complete the Contract, but in either event, Contractor shall be ineligible to bid on any further Contract let by County.

13. Audit and Inspection of Records

Contractor shall permit the authorized representatives of County, after reasonable notice, to inspect and audit all data and records of contractor related to carrying out this Contract for a period up to three years after completion of the Contract. The prime consultant must obtain prior written Milwaukee County approval for all subconsultants and/or associates to be used in performing its contractual obligations. There must be a written contractual agreement between the prime consultant and its County approved subconsultant and/or associates which binds the subconsultant to the same audit contract terms and conditions as the prime consultant.

14. Notices

Notices to County provided in this contract shall be sufficient if sent by certified or registered mail, postage prepaid, addressed to Milwaukee County Sheriff's Office, Richard Schmidt, Inspector, 821 W. State St. Suite 107, Milwaukee, WI 53233 and notice to Contractor shall be sufficient if sent by certified or registered mail, postage prepaid to Laura Konopski, Practice Manager, Brentwood Animal Hospital, 318 W. Ryan Road, Oak Creek, WI 53154, or to such other respective addresses as the parties may designate to each other, in writing, from time to time.

For Milwaukee Goung	Bull Osm LOW For Brentwood Animal Hospital
1-10-11	1/10/17
Date	Date

Ву	Date:
Approved as to appropriate use of a professional status by Corporation Counsel (compliant under	service contract, form and independent contractor Sec. 59.42(2) (b) 5, Stats).
By	Date:
Approved as compliant by Comptroller (compliant	ant under Sec. 59.255(2) (e), Stats).
By	Date:
County Executive approval	
By	Date:
Approved by Risk Management as to insurance r	requirements
By	Date:
DBE Waiver:	
By	Date:

COMMUNITY BUSINESS DEVELOPMENT PARTNERS

MILWAUKEE COUNTY

WAIVER REQUEST FORM

Completion of this form is required before a request for a DBE waiver can be approved.1

Upon completion, please return to MCSO Public Safety Fiscal Analyst.

Please complete the following information:

Department Requesting Waiver: Office of the Sheriff - Fiscal Affairs (for the Unit)

Department Contact Person & Phone Number:

Howard Felix, (414) 278-5133.

Type of Contract Service (Service being provided & name of vendor/provider):

UW-School of Veterinary Medicine; Specialty/emergency veterinarian care

Contract Amount and Term: \$124,995; January 1, 2017-December 31, 2021.

Rationale for Waiver Request (Why you are recommending no DBE participation?):

MCSO leadership believes that the hospital hires without regard to gender and race. The County has received good service from the hospital since November, 2013, when a contractual relationship began.

Request for additional information:

- A) What do you recommend directly or indirectly to include DBE participation? Nothing, at this time. A woman is one of the owners.
- B) If DBE participation is not possible, is there a way to improve equal employment opportunities?

Please see A. above.

C) Can DBE participation be included for the contractor in other areas related or unrelated to this project?

The hospital encourages equal opportunity, as does the MCSO.

¹ Authority to grant DBE waivers is vested in CBDP, in accordance with Federal regulations, 49 CFR, Part 26, and Milwaukee County Ordinances, Chapters 42.





MILWAUKEE COUNTY

DBE Participation Recommendation

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

	FUNDING	SOURCE	
Is this a federally funded project?	YesX No	What percentage?	0
Source of Funds:XLevy _	DOT (includes WisDC	OT) Other:	
	CONTACT II	NFORMATION	
Contract Administrator: W			<u>16</u>
Building Safety Building Roon	n No.: 224 Phone: <u>278-53</u>	345 Fund: <u>1</u> Agency:	400 Org No. 4018
	PROJECT IN	FORMATION	
Project Name: Veterinary	Specialty Care Project No	p.: <u>N/A</u>	
Contract Scope/Project Description Primary or emergency care		on of work or estimating sh	neet):
Contracting Opportunities (List NA	ICS codes):	621999	
RFP will be used (Yes/No) <u>No</u> Date	e: Bio	//Proposal Due Date:	· · · · · · · · · · · · · · · · · · ·
	TYPE OF		
Professional Services	Estimated Amount	Recomm	nended DBE Participation
	\$ 24.999/year	-5 years	<u> </u>
Construction Related	Estimated Amount	t Estimated Allowance	Recommended DBE Participation
General Construction	\$	\$	%
Plumbing HVAC	\$	\$	% %
Electrical	Φ \$	\$ \$	
· · · · · · · · · · · · · · · · · · ·	\$	\$	
	\$	D	78
	APPR	OVALS	
ls county board approval required?	Yes No	Resolution #:	(attach resolution)
Request for a goal of 0% require	s a full scope of project	attached, explanation and s	signature of department head.
	ed for primary or emergen	cy care for our canines. They	have earned the trust of the
handlers.			
William Lethlean			9/30/2016
Department/Division Administrator		Signature	Date
	SECTION OF PROPERTY CARESTON	SE ONLY	
Concur with Recommendation			%
This contract is exempt from the DB			
Approved:		Date:	

COMMUNITY BUSINESS DEVELOPMENT PARTNERS

DBE AVALIABILITY VERIFICATION BY NAICS CODE FOR CONTRACTING OPPORTUNITIES

Contract Administrator:	William R. Lethlean Date:8/16/16
	[Please check all that apply, and add if not listed]

NAIC	- <u> </u>	# of DBEs Available (CBDP use
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423390	Other Construction Material Merchant Wholesalers	
423510	Metal Service Centers & Other Metal Merchant Wholesalers	
400040	Electrical Apparatus & Equipment, Wiring Supplies & Related Equipment Merchant	
423610	Wholesalers	
423690	Other Electronic Parts & Equipment Merchant Wholesalers	
423710	Hardware Merchant Wholesalers	
423720	Plumbing & Heating Equipment & Supplies (Hydronics) Merchant Wholesalers	
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423840	Industrial Supplies Merchant Wholesalers	
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445299		
453110		****
453210	Office Supplies and Stationery Stores	
453998	All Other Miscellaneous Store Retailers (except Tobacco Stores)	
454210	Vending Machine Operators	
454390	All Other Direct Selling Establishments	
485991	Special Needs Transportation	
485999	All Other Transit & Ground Passenger Transportation	
488410	Motor Vehicle Towing	
492110	Couriers & Express Delivery Services	
492210		
493110	General Warehousing & Storage	
517110	Wired Telecommunications Carriers (except Satellite)	
523120	Security Brokers and Dealers	
523930	Investment Advice	
524210	Insurance Agents, Brokers and Service	
524291	Claims Adjusting	
	Third Party Administration of Insurance	
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	E44000	Translation and Internation Consider	
		Translation and Interpretation Services	
-		Legal Services	
	561210	Facilities Support Services	
<u> </u>	561320	Temporary Help Services	
	561410	Computer Process/Data Preparation and Processing	
	561439	Photocopying and Duplicating Services	
	561440		
		Travel Agencies	
	561520	Tour Operators -	
	561611	Investigation Services	
	561612	Security Guards and Patrol Services	
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	561621	Security Systems Services	
	561720	Janitorial/Building Cleaning and Maintenance Services	
	561730	Ornamental Shrub & Tree Services (tree planting/removal, trimming, pruning)	
\vdash	561740	Carpet and Upholstery Cleaning Service	
	561990		
-		Local Trucking w/o Storage	
	562910		
-	562998		
	621610		
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	624110		
	624190	Individual and Family Social Services	
	624310	Vocational Rehabilitation Services	
	722110		
	722211	Retail Bakeries	
	722213	Eating Places	
	722410	Drinking Places Alcoholic Beverages	
	811121	Automotive Body, Paint and Interior Repair	
	812990	Shoe Repair Shops and Shoeshine parlors	
	813319	Other Social Advocacy Organizations	
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Note: For a comprehensive listing of NAICS codes please go to the address, http://www.census.gov/eos/www/naics/index.html