

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

*Res 261
Significant*

DEPARTMENT Dane County Sheriff's Office	CONTRACT/ADDENDUM #: 12549																																		
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%; text-align: left;">Contract</th> <th style="width: 50%; text-align: right;">Addendum</th> </tr> <tr> <td style="text-align: center;">↓</td> <td style="text-align: center;">↓</td> </tr> <tr> <td colspan="2" style="text-align: center; font-size: 0.8em;">If Addendum, please include original contract number</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">POS</td> <td></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">Co Lesse</td> <td></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">Co Lessor</td> <td></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">Intergovernmental</td> <td></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">Purchase of Property</td> <td></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">Property Sale</td> <td></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">Other:</td> <td></td> </tr> </table>	Contract	Addendum	↓	↓	If Addendum, please include original contract number		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	POS		<input type="checkbox"/>	<input type="checkbox"/>	Co Lesse		<input type="checkbox"/>	<input type="checkbox"/>	Co Lessor		<input type="checkbox"/>	<input type="checkbox"/>	Intergovernmental		<input type="checkbox"/>	<input type="checkbox"/>	Purchase of Property		<input type="checkbox"/>	<input type="checkbox"/>	Property Sale		<input type="checkbox"/>	<input type="checkbox"/>	Other:	
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Other:																																			
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																																			
3. Term of Contract or Addendum: From: <u>11/1/15</u> To: <u>10/31/16</u>																																			
4. Amount of Contract or Addendum \$477,522																																			
5. Purpose: Request approval to award a contract to Mead and Hunt Inc., in collaboration with Potter Lawson Inc. and Pulitzer/Bogard and Associates LLC, for a Dane County Jail Update Study to identify and make recommendations to mitigate life and health safety concerns in the CCB Jail; to evaluate the existing environment of the CCB and the PSB to bring the facilities to code while addressing health and safety issues; and to study and evaluate work group recommendations for impact on jail population projections.																																			
6. Vendor or Funding Source: Mead & Hunt, Inc.																																			
7. MUNIS Vendor Code: 5096																																			
8. Bid/RFP Number: RFP Number 115084																																			
9. If grant: Funds Positions? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																																			
10. Are funds included in the budget? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																																			
11. Account No. & Amount, Org. & Obj. <u>CPSHRF 57683</u> Amount \$ <u>477,522</u> Account No. & Amount, Org. & Obj. _____ Amount \$ _____ Account No. & Amount, Org. & Obj. _____ Amount \$ _____																																			
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>2015 RES-261 introduced 10/1/15</u>																																			
13. Does Domestic Partner equal benefits requirement apply? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																																			
14. Director's Approval <div style="text-align: center;"><i>[Signature]</i></div>																																			

CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
<u>MA</u> Received	_____	<u>10-2-15</u>	_____
<u>CW</u> Controller	_____	_____	<u>10/8/15</u>
<u>Kg</u> Corporation Counsel	_____	<u>10/9/15</u>	<u>10/13/15</u>
<u>[Signature]</u> Risk Management	_____	<u>10/8/15</u>	<u>10/9/15</u>
<u>[Signature]</u> ADA Coordinator	_____	<u>10/8/15</u>	<u>10/9/15</u>
<u>CW</u> Purchasing Agent	_____	<u>10.4.15</u>	<u>10.14.15</u>
_____ County Executive	_____	_____	_____

VENDOR

Vendor Name & Address Mead & Hunt 6501 Watts Road Madison, WI 53719
Contact Person David Way
Phone No. 608-273-6380
E-mail Address meadhunt.com

Footnotes:

1. _____
2. _____

Return To: Name/Title: <u>LILLIAN RADIVOJEVICH</u> Dept.: <u>SHERIFF'S OFFICE - ADMINISTRATION</u> Phone: <u>608.284.4801</u> Mail Address: <u>PSB, 115 w. DOTY STREET, MADISON, WI, 53703</u> E-mail: <u>RADIVOJEVICH@DANESHERIFF.COM</u>

CERTIFICATION

The attached contract: *(Check as many as apply)*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 10-1-15

Signed: 

Telephone Number: (608) 284-6167

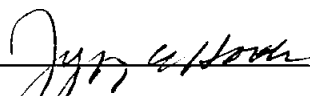
Print Name: JEFF HOOK, CHIEF DEPUTY

MAJOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

EXECUTIVE SUMMARY *(Attach additional pages, if needed).*

1. **Department Head** Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: 10-1-15

Signature: 

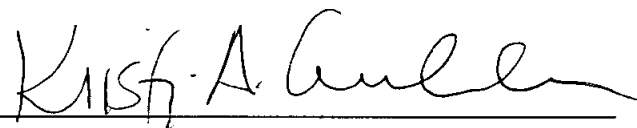
2. **Director of Administration** Contract is in the best interest of the County.
Comments:

Date: 10/5/15

Signature: 

3. **Corporation Counsel** Contract is in the best interest of the County.
Comments:

Date: 10/13/15

Signature: 

¹A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

COUNTY OF DANE
Purchase of Services Agreement

Number of Pages, including schedules: 11

Agreement No. 12549

Expiration Date: 10-31-16

Authority: Res. 261, 2013-2014

Department: Sheriff's Office

Maximum Cost: \$ 477,522.00

Registered Agent: _____

Address: _____

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Mead & Hunt, Inc. in association with Potter Lawson, Inc. and Pulitzer/Bogard and Associates, LLC (hereafter, "PROVIDER"),

WITNESSETH:

WHEREAS COUNTY, whose address is 115 W. Doty Street, Madison, WI 53703, desires to purchase services from PROVIDER for the purpose of performing a Dane County Jail Update Study; and

WHEREAS PROVIDER, whose address is 2440 Deming Way, Middleton, WI 53562, is able and willing to provide such services;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

- I. **TERM.** The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.
- II. **SERVICES.**
 - A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.

- B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY and shall perform in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.
- C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.
- III. ASSIGNMENT/TRANSFER: PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.
- IV. TERMINATION.
- A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.
- B. The following shall constitute grounds for immediate termination:
1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to make reasonable professional efforts to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
 2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
 3. failure of PROVIDER to comply with reporting requirements contained herein.
 4. inability of PROVIDER to perform the work provided for herein.
- C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.
- D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of set-off. The COUNTY agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROVIDER from any damages, liabilities or costs, including reasonable attorneys' fees and costs of

defense, arising out of the modification by the COUNTY to any reports, plans, specifications or other construction documents, including electronic files, prepared by the PROVIDER if such use or modification has not been explicitly approved in writing by the PROVIDER and its sub-consultants. This indemnification provision shall survive the termination of this Agreement.

V. PAYMENT. COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.

VI. REPORTS. PROVIDER agrees to make such reports as are required in the attached Schedule C, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said Schedule C shall result in the penalties set forth herein.

VII. DELIVERY OF NOTICE. Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

VIII. INSURANCE.

A. PROVIDER shall indemnify and hold harmless COUNTY, its boards, commissions, agencies, officers, employees and representatives against liability (including, but not limited to, property damage, bodily injury and loss of life), damages, costs which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay to the extent caused by negligent acts, errors or omissions in performance of professional services by reason of PROVIDER furnishing the services required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

Commercial General Liability.

PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERs and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.

Commercial/Business Automobile Liability.

PROVIDER agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. PROVIDER further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event PROVIDER does not own automobiles, PROVIDER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Environmental Impairment (Pollution) Liability

PROVIDER agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

Workers' Compensation.

PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

Umbrella or Excess Liability.

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

- C. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's 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, PROVIDER shall maintain coverage for the duration of this Agreement and for two (2) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
- D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

- IX. NO WAIVER BY PAYMENT OR ACCEPTANCE. In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the

right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

X. NON-DISCRIMINATION. During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

XI. CIVIL RIGHTS COMPLIANCE.

- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.

- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

XII. LIVING WAGE.

- A. PROVIDER agrees to pay all workers employed by PROVIDER in the performance of this Agreement, whether on a full-time or part-time basis, the prevailing living wage as defined in section 25.015(1)(f), Dane County Ordinances. PROVIDER agrees to make available for COUNTY inspection PROVIDER's payroll records relating to employees providing services on or under this Agreement or subcontract.
- B. If any payroll records of PROVIDER contain any false, misleading or fraudulent information, or if PROVIDER fails to comply with the provisions of section 25.015 of the Dane County Code of Ordinances, COUNTY may withhold payments on the Agreement, terminate, cancel or suspend the Agreement in whole or in part, or, after a due process hearing, deny PROVIDER the right to participate in bidding on future county contracts for a period of one year after the first violation is found and for a period of 3 years after a second violation is found.
- C. PROVIDER agrees to submit to COUNTY a certification as required in section 25.015(7) of the Dane County Code of Ordinances.
- D. PROVIDER agrees to display COUNTY's current living wage poster in a prominent place where it can be easily seen and read by persons employed by PROVIDER.
- E. PROVIDER shall ensure that any subcontractors comply with the provisions of this section.
- F. The following are exemptions from the requirements of this section:
 - 1. When the Maximum Cost of the Agreement is less than \$5,000;
 - 2. When the provider is a school district, a municipality, or other unit of government;
 - 3. When the County is purchasing residential services at an established per bed rate;
 - 4. When employees are persons with disabilities working in employment programs and the provider holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
 - 5. When an individual receives compensation for providing services to a family member;
 - 6. When employees are student interns;
 - 7. When the provider meets any other criteria for exemption outlined in section 25.015(1)(d) of the Dane County Code of Ordinances; and
 - 8. Where the contract is funded or co-funded by a government agency requiring a different living wage, the higher wage requirement shall prevail.

- XIII. DOMESTIC PARTNER EQUAL BENEFITS. The PROVIDER agrees to provide the same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or the cash equivalent if such a benefit cannot reasonably be provided. The PROVIDER agrees to make available for County inspection the PROVIDER's payroll records relating to employees providing services on or under this contract or subcontract. If any payroll records of a PROVIDER contain any false, misleading or fraudulent information, or if a PROVIDER fails to comply with the provisions of s. 25.016, D. C. Ords., the contract compliance officer may withhold payments on the contract; terminate, cancel or suspend the contract in whole or in part; or, after a due process hearing, deny the contractor the right to participate in bidding on future County contracts for a period of one year after the first violation is found and for a period of three years after a second or subsequent violation is found.

XIV. COMPLIANCE WITH FAIR LABOR STANDARDS.

- A. Reporting of Adverse Findings. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.
- B. Appeal Process. PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e).
- C. Notice Requirement. PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

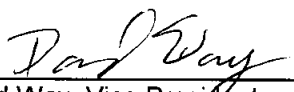
XV. MISCELLANEOUS.

- A. Registered Agent. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.
- B. Controlling Law and Venue. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
- C. Limitation Of Agreement. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- D. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
- E. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:

Date Signed: 10/11/15



David Way, Vice President

FOR COUNTY:

Date Signed: _____

JOSEPH PARISI, County Executive

Date Signed: _____

SCOTT MCDONELL, County Clerk

* [print name and title, below signature line of any person signing this document]

rev. 11/08

SCHEDULE A

Part I. Health and Life Safety

The PROVIDER shall complete a detailed analysis of the City-County Building Jail (CCB) with focus on life safety implications that expose the COUNTY to vulnerabilities propose recommendations and a work plan for modifying existing operations and staffing to immediately mitigate life safety concerns.

The analysis and subsequent recommendation and work plan shall include:

- Operational layout, structure and design;
- Plumbing;
- HVAC;
- The entire locking system;
- Door hardware and controls;
- Voice communication systems
- Video surveillance technology;
- Detention barriers; and
- Other security systems consistent with industry standards and current code compliance.

In addition, the recommendation and work plan shall include:

- The costs and the anticipated longevity of any repairs;
- Staffing and procedural options for life safety mitigations;
- Operational costs and impact;
- Whether inmates will need to be temporarily moved out of areas of the City-County Building Jail in order to effectuate needed repairs and, if so, options for housing inmates.

The PROVIDER shall evaluate the current environments of the Public Safety Building Jail (PSB) and the City County Building Jail (CCB) and provide recommendations and a work plan for eliminating or greatly reducing the use of solitary confinement in the current environment.

The PROVIDER shall evaluate the current environments of all jail facilities and provide recommendations and a work plan to immediately bring all jail facilities into compliance with physical plant and staffing related PREA Standards. For the purpose of this study, immediate solutions are defined as ones that allow for implementation within two and one half (2 ½) years.

Part II. Renovation of the CCB & PSB with Allowance for Independently or Sequentially Addressing Issues

The PROVIDER shall complete a thorough analysis of the cost of renovating the CCB and adjust the Master Plan to provide two (2) options to bring the jail up to current jail standards, applicable state and federal codes and regulations, and inmate health and safety needs. The options shall include upgrading the CCB Jail and the PSB Jail and/or eliminating the use of the CCB and consolidating operations at the PSB site. Should the cost for renovation of the CCB be cost prohibitive, as determined by the COUNTY, both options shall center around eliminating the use of the CCB and consolidating operations at the PSB site. Neither option should functionally increase the number of inmate beds at Dane County jail facilities.

The PROVIDER shall evaluate the final recommendations of the Public Protection and Judiciary Work Groups (Mental Health and Solitary Confinement, Alternative to Arrest and Incarceration, and Length of Stay) and incorporate any predicted reductions in jail population into the options.

Because the options may need to be addressed independently, the Provider shall propose independent solutions for the full program as detailed in the final Needs Assessment and Master Plan released in June of 2014. The solutions should be such that the County may elect to implement different aspects of the proposal as growth and funding allows. Strategies (i.e. physical plant and operational) shall optimize programmatic, treatment, and behavior management resources and shall include the following:

- a. Strategies to optimize programmatic, treatment, and behavior management resources and predicted population reductions as identified by the workgroups.
 - i. The PROVIDER shall evaluate how changes to the present system impact jail population and adjust the population forecasts of the Mead and Hunt Needs Assessment and Master Plan, June 2014, to reflect the predicted population reductions resulting from the work groups' recommendations.
- b. PREA standards that have direct or indirect physical plant or staffing implications for each facility;
- c. Appropriate, quality, and effective housing for the care and custody of inmates, including;
 - i. Medical and mental health housing;
 - ii. Specialized beds such as mental health beds, medical beds, and restrictive housing beds to reduce or eliminate the use of solitary confinement.
- d. Programmatic space for inmate use, supportive jail based treatments and interventions;
- e. Best practices and modern standards for the safety and well-being of jail staff; and
- f. Closure of the Ferris Center.

The PROVIDER's final report shall include:

- Operational and space recommendations;
- An inmate disaggregation plan;
- Macro staffing deployments and redeployments;
- Operating cost recommendations;
- Schematic drawings representing the recommendations;
- Reasoning for the recommendations; and
- Associated opinion of probable costs.

SCHEDULE B

The PROVIDER shall be paid no more than \$477,522 for the scope as written within. The COUNTY shall pay monthly for the actual percentage of work completed. Ten percent (10%) of the total contract value will be retained until the final study has been approved and accepted by the COUNTY. The COUNTY has the final decision regarding approval and acceptance.

The PROVIDER shall provide regularly scheduled weekly briefings, in person or by phone, to the Project Coordinators and/or Project Team during the study.

The PROVIDER shall submit to the COUNTY the deliverables of Part 1 by March 1, 2016, and their final comprehensive report, no later than May 2, 2016. The PROVIDER shall submit twelve (12) hard copies of the written report along with an electronic copy in Word or PDF format. In addition, the PROVIDER will attend and present at two (2) onsite presentations to COUNTY staff, committee members and/or elected officials upon completion of the Study.



2440 Deming Way
Middleton, Wisconsin 53562
608-273-6380
meadhunt.com

October 1, 2015

Mr. Jeff Hook
Chief Deputy
Dane County Sheriff's Office
115 W. Doty Street
Madison, WI 53703

Subject: Proposal for the Dane County Jail Updates

Chief Deputy Hook:

The team of Mead & Hunt, Inc., Potter Lawson Inc., and Pulitzer Bogard and Associates (Mead & Hunt) are pleased to submit this proposal to provide consulting services for the jail updates as described in the Purchase of Services Agreement (attached).

Project Understanding

Our proposal is based on:

- Purchase of Agreement (attached)
- Schedule A attachment to the Purchase of Agreement
- Dane County Jail and Sheriff's Office Needs Assessment and Master plan (Masterplan), dated June 2014

Scope of Services

After receipt of authorization to proceed, Mead & Hunt team shall:

1. Part 1, Health and Life Safety

- a. Provide detailed analysis of the existing physical plant of the CCB Jail focusing on life safety implications, electronic systems, and physical plant security that exposes the County to vulnerabilities associated with emergency and life safety issues.
- b. Attend one (1) kick-off meeting with Dane County Sheriff's Office (DCSO).
- c. Recommend immediate term solutions to mitigate vulnerabilities and life safety concerns in the CCB Jail. Consider staffing and procedural options for life safety mitigation; upgrades to door

- controls, voice communication systems, video surveillance technology, door hardware and locking devices, detention barriers, and other security systems consistent with industry standards.
- d. Provide recommendations to reduce (or eliminating) solitary confinement in the current jail.
 - i. May include creating specialized beds such as mental health beds, medical beds, and restrictive housing beds; and establishing supportive jail-based treatments and interventions.
 - ii. Summarize the prevailing research as it relates to the impact of solitary confinement for those with mental health issues or as a tool for changing or managing behavior, and on recidivism; and alternatives to solitary confinement that encompass safeguards for inmates, staff, and the larger community.
 - e. Provide recommendations to bring Dane County Jail facilities into compliance with current Prison Rape Elimination Act (PREA) standards.
 - f. Immediate term solutions are defined as and shall not exceed two and one half (2 ½) years and are further defined as ones that allow for the implementation of the Masterplan goals (dated June 2014).
 - g. Mead & Hunt team shall attend meeting with DCSO to review CCB recommendations and probable costs.
 - h. Assumptions:
 - i. County provides existing staffing patterns/plans/shift relief factor, etc.
 - ii. County provides authorized FTEs by job classification
 - iii. Limit 2 revisions

Part 1. Total cost for Mead & Hunt Team (including travel): \$156,990.00

2. Part 2 Renovation of the CCB & BSB with Allowance for Independent or Sequentially Addressing Issues

- a. Upon receiving recommendations from County regarding Part 1 implications, Mead & Hunt shall develop up to two (2) options for addressing Jail issues with regard to implementation of the Master Plan.
 - i. Option 1: Continued use of CCB and PSB with implementation of Part 1 recommendations and independent or sequential implementation of the Masterplan.
 - ii. Option 2: Discontinued use of CCB and consolidation of all jail operations at the PSB site with independent or sequential implementation of the Masterplan.
- b. The report for either option shall include elements as detailed in Schedule A (attached).
- c. Each sequential period of renovation and/or construction outlined shall include: pre-architectural planning, opinion of probable cost of renovation and/or construction, an inmate disaggregation plan, macro staffing deployments and redeployments, and operating costs.
 - i. Assumptions: Limit of 1 revision of Inmate disaggregation plan
- d. Attend/conduct onsite 2 day workshop to identify incremental approaches.
 - i. Assumption: Limit of 2 approaches
- e. Analyze data and develop initial design solutions
- f. Attend/conduct onsite two (2) day workshop to review/finalize selected approaches

- g. Develop macro staffing deployments/redeployments workshop with DCSO
 - i. Assumptions: Limit 5
- h. Develop probable operating costs
 - i. Assumptions: County provides present Fiscal Year budgets for categories, etc.
- i. Develop Final Report
 - i. Assumptions: Limit 1 revision

Part 2. Total cost for Mead & Hunt Team (including Travel & Expenses): \$ 223,032.00

3. Responding to Work Group Recommendations

- a. Review each of the three workgroups (Mental Health and Incarceration; Solitary Confinement; and Alternatives to Incarceration) recommendations as they relate to implementation of Option 1 or 2 above.
- b. Develop data and analysis to implement Work Group recommendations into the Independent or Sequential plan as described above.
 - i. Assumptions:
 - 1. New data collection instruments will be required due to the Work Group recommendations
 - 2. Data will be provided by the County

Part 3. Total cost for Mead & Hunt Team (including Travel): \$ 97,500.00

4. Presentation of Final Report to PP&J Committee or County Board

Upon conclusion of the report, the Mead & Hunt team will:

- a. Conduct a review of the draft report with the DCSO.
- b. Make a presentation of Final Report to PP&J Committee or County Board

Total Cost Parts 1-4: \$ 477,522.00

Responsibilities of County

Our Scope of Services and Compensation are based on the County performing or providing the following:

- A designated representative with complete authority to transmit instructions and information, receive information, interpret policy, and define decisions.
- Access to the project site.
- Available data, drawings, and information related to the project.
- Review of draft report within 2 weeks of receipt.
- Protection of Mead & Hunt team-supplied digital information or data, if any, from contamination, misuse, or changes.
- Coordination for scheduling meetings between DSCO, County and Mead & Hunt.

Work Not Included in the Scope of Services

The following items are excluded from this agreement and will be provided by the County or provided by Mead & Hunt, Inc. as an Additional Service only as authorized by the County:

- Site visits, trips or meetings beyond as described in the Scope of Services
- Exploration or research of alternatives, phases or approaches outside as described in Scope of Services

Project Schedule

Based upon authorization to proceed by October 18, 2015, Mead and Hunt will complete the Scope of Work as detailed above:

- i. Part 1 – March 1, 2016
- ii. Part 2 – May 2, 2016
- iii. Part 3 – May 2, 2016

Compensation

The work described under the Scope of Services will be performed on a lump-sum basis. The County shall pay Mead & Hunt \$ 477,522.00 as consulting fees for the work performed under this contract.

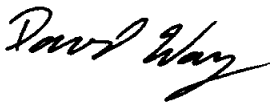
Authorization

The Scope of Services and Compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by Mead & Hunt. We understand that Notice to Proceed will come in the form of a Purchase Order amendment to the Original Contract.

We appreciate the opportunity to submit this proposal to the County of Dane and the Sheriff's Department.

Respectfully submitted,

MEAD & HUNT, Inc.



David A. Way, PE
Vice President

Attachment: Purchase of Agreement with Schedule A