

Contract Cover Sheet

Note: Shaded areas are for County Executive review.

Department County Board Office	Contract/Addendum #: 12889																				
1. This contract, grant or addendum: <input type="checkbox"/> AWARDS <input checked="" type="checkbox"/> ACCEPTS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Contract</th> <th style="width: 50%;">Addendum</th> </tr> <tr> <td colspan="2" style="text-align: center; font-size: small;">If Addendum, please include original contract number</td> </tr> <tr> <td><input type="checkbox"/> POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input checked="" type="checkbox"/> Grant</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lease</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Other</td> <td><input type="checkbox"/></td> </tr> </table>	Contract	Addendum	If Addendum, please include original contract number		<input type="checkbox"/> POS	<input type="checkbox"/>	<input checked="" type="checkbox"/> Grant	<input type="checkbox"/>	<input type="checkbox"/> Co Lease	<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	<input type="checkbox"/>
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<input type="checkbox"/> Other	<input type="checkbox"/>																				
2. This contract is discretionary <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
3. Term of Contract or Addendum: January 1, 2017 - September 30, 2018																					
4. Amount of Contract or Addendum: \$166,566																					
5. Purpose: Implementation of the Public Safety Assessment tool to enhance data-driven decision-making in the pretrial system and participate in a study based on the randomized controlled trial of the PSA in Dane County.																					
6. Vendor or Funding Source: Laura and John Arnold Foundation																					
7. MUNIS Vendor Code:																					
8. Bid/RFP Number:																					
9. If grant: Funds Positions? <input checked="" type="checkbox"/> Yes <input 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 type="checkbox"/> Yes <input type="checkbox"/> No An amendment for 2017 is being offered.																					
11. Account No. & Amount, Org & Obj. <small>new - tbd</small> _____ Amount \$ _____ Account No. & Amount, Org & Obj. _____ Amount \$ _____ Account No. & Amount, Org & Obj. _____ Amount \$ _____																					
12. If this contract awards funds, a purchase requisition is necessary. Enter requisition # & year _____																					
13. 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 _____																					
14. Does Domestic Partner equal benefits requirement apply? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
15. Director's Approval: Karin P. Thurlow 10/18/16																					

Contract Review/Approvals				Vendor	
Initials	Ftnt	Date In	Date Out	Vendor Name	
<u>MG</u> Received	_____	<u>10/19/16</u>	_____	Contact Person	
<u>CB</u> Controller	_____	<u>10-19-16</u>	<u>10/19/16</u>		
<u>JW</u> Corporation Counsel	_____	<u>10-19-16</u>	<u>10-19-16</u>		
<u>JR</u> Risk Management	_____	<u>10/19/16</u>	<u>10/19/16</u>		
<u>CW</u> Purchasing	_____	<u>10/19/16</u>	<u>10/19/16</u>		
_____ County Executive	_____	_____	_____	Phone No.	
				E-mail Address	

Footnotes:
 1.
 2.

Return to: Name/Title: Colleen Clark-Bernhardt Phone: 266-3022 E-mail Address: clark.colleen@countyofdane.com	Dept.: County Board Office Mail Address: CCB - Room 106B
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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 and which has not been changed since that review/development
- is a non-standard contract previously review 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: _____ Signed: _____

Telephone Number _____ Print Name: _____

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: _____ Signature: _____

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

Comments:

Date: 10/20/16 Signature: 

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

Comments:

Date: _____ Signature: _____

¹ A 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).



October 18, 2016

Mr. Joseph Parisi
County Executive, Chair of Criminal Justice Council
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703

Dear Mr. Parisi,

The Directors of the Laura and John Arnold Foundation (“*LJAF*”) have authorized a gift in the amount of \$166,566.00 (one hundred sixty-six thousand five hundred sixty-six dollars) to the Dane County Criminal Justice Council (“*Dane County*”) in response to Dane County’s request for assistance to lessen its burdens related to the implementation of the Public Safety Assessment tool (the “*PSA Tool*”), which will assist Dane County in fulfilling its public safety obligations to its citizens by enhancing data-driven decision-making in the pretrial system (the “*Gift*”).

Dane County agrees to use the Gift for the purpose of hiring additional staff members to assist with the implementation of the PSA Tool during the data collection phase of a randomized controlled trial that will be directed by Professor James Greiner of Harvard University Law School (the “*RCT*”). Notwithstanding the foregoing, if a staff member whose position is funded by the Gift leaves Dane County’s employ before the conclusion of the RCT, Dane County shall use the Gift for operational expenses associated with the implementation of the PSA Tool and/or the RCT.

By accepting the Gift, Dane County agrees that it shall be responsible for the consequences of its own acts, errors, or omissions, and those of its employees, boards, commissions, agencies, officers, and representatives, arising out of or related to the acceptance of the Gift or usage of the PSA Tool, and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions, including providing its own defense. Moreover, Dane County acknowledges that any staff member whose position is funded by the Gift shall be subject to the terms and conditions of the Memorandum of Understanding Between the Laura and John Arnold Foundation and the Dane County Criminal Justice Officials, effective February 22, 2016, a copy of which is attached hereto and incorporated herein as Exhibit A.

Please acknowledge your acceptance of the Gift and the statements herein by signing and returning a fully executed version of this letter to Matt Alsdorf, Vice President of Criminal Justice, at malsdorf@arnoldfoundation.org within fifteen (15) business days of the date of this letter. Upon LJAF’s receipt of a signed copy of this letter, the Gift will be made in a single payment on or by January 9, 2017.

LJAF looks forward to supporting Dane County in its efforts to promote public safety through pretrial reform.

Sincerely,



Denis Calabrese
President

ACCEPTED AND AGREED:
DANE COUNTY CRIMINAL JUSTICE COUNCIL

By: _____

Name: Joseph Parisi

Title: County Executive and Chair

Date: _____

EXHIBIT A

MEMORANDUM OF UNDERSTANDING BETWEEN THE LAURA AND JOHN ARNOLD
FOUNDATION AND DANE COUNTY CRIMINAL JUSTICE OFFICIALS

**MEMORANDUM OF UNDERSTANDING BETWEEN
LAURA AND JOHN ARNOLD FOUNDATION AND
DANE COUNTY CRIMINAL JUSTICE OFFICIALS**

This Memorandum of Understanding ("*MOU*") documents the understanding between the Dane County Criminal Justice Officials, as represented by the District Attorney, Presiding Judge, Sheriff, and Clerk of Courts (collectively referred to herein as "*Dane*") and the Laura and John Arnold Foundation (the "*Foundation*"), a tax-exempt private foundation dedicated to producing substantial, widespread, lasting reforms that will transform the criminal justice system. This *MOU* concerns the collaboration between the parties on a project to implement the Public Safety Assessment-Court™ court-based pretrial risk assessment tool developed by the Foundation (the "*Tool*"). All members of the Dane County Criminal Justice Council have separately executed a letter of support, which is attached hereto and incorporated herein as Exhibit A, acknowledging and agreeing to abide by this *MOU*.

The Foundation and Dane share the goals of increasing public safety, reducing crime, and improving the cost-effectiveness and fairness of the criminal justice system. Dane and the Foundation intend to collaborate on the implementation of the Tool, as well as the collection and evaluation of related data, in order to enhance the administration of criminal justice in Dane County, Wisconsin and nationally. In furtherance of this goal, the Foundation grants to Dane a nonexclusive, non-transferable right and license to install, implement, and use the Tool free of charge, provided that Dane and its member agencies abide by all the terms and conditions of this *MOU*.

In consideration of the mutual understanding and goals of the parties to this *MOU*, the parties agree to the following:

I. MUTUAL AGREEMENTS

1. **Term.** This *MOU* shall commence upon execution by both parties and will remain in effect until terminated by either party. Either party may terminate this *MOU* upon providing written notice to the other party. Upon termination, all rights and licenses to the Tool granted under this *MOU*, including the right to use the Tool and/or related materials, shall cease. The non-disclosure obligations in Section II.6, however, shall survive termination of this *MOU*.
2. **Assignment of rights.** Neither party may assign its rights under this *MOU* without the express written permission of the other party. Any assignment that does not comply with this provision will be deemed null and void.
3. **Warranty.** The Tool is in development and, accordingly, is provided "as is" without warranty.
4. **Third party software.** Portions of the Tool may use, modify and distribute software that is subject to the terms of third party licenses, including open source licenses ("*Third Party Software*"). Third Party Software is (in addition to the terms and

conditions of this Agreement), subject to and governed by the respective licenses for the Third Party Software.

5. **Notice.** Notice may be provided via electronic mail with confirmation of delivery or via certified mail to each party at the respective addresses:

Dane:

Colleen Clark
Equity and Criminal Justice Council Coordinator
Dane County Board of Supervisors
210 Martin Luther King, Jr. Blvd.
Madison, Wisconsin 53703
clark.colleen@countyofdane.com

Foundation:

Matt Alsdorf
Director of Criminal Justice
Laura and John Arnold Foundation
3 Columbus Circle, Suite 1601
New York, New York 10019
malsdorf@arnoldfoundation.org

II. DANE

1. **Fidelity to the Tool.** Dane and its member agencies agree to use the Tool in a manner consistent with instructions, templates, or other guidance provided by the Foundation regarding: inclusion or exclusion of risk factors; definition of risk factors; weighting of risk factors; scoring or calculation of risk level; categorization of defendants by level of risk for failure to appear, new criminal arrest, and new violent criminal arrest; visual or other presentation of results generated by the Tool; and other issues related to the use and implementation of the Tool.
2. **Randomized Controlled Trial.** Dane agrees to undertake a randomized controlled trial (the "RCT") to evaluate the Tool and its impacts on pretrial decision making. The RCT will be directed by Professor James Greiner of the Harvard University Law School, and Dane agrees to conduct the RCT in accordance with Professor Greiner's guidance and instructions.
3. **System improvements.** Dane and its member agencies agree to administer the Tool to all defendants at the earliest possible point following arrest, and in no event later than the next calendar day on which initial appearances are held following arrest. The results of the risk assessment will be presented and considered at the first court appearance of those defendants who are randomly assigned to the RCT "treatment group," as determined by Professor Greiner.
4. **Provision of data and access to staff.** Upon request from the Foundation, Dane and its member agencies will promptly provide the Foundation or individuals it designates

with data and access to staff relevant to Foundation's research, evaluation, and development efforts. Dane agrees that the Foundation may use this data and information for further development and evaluation of the Tool. Access should be granted to any and all data used to apply the Tool in Dane's jurisdiction, as well as any other demographic and offense-related variables collected in the normal course of operations.

5. **License limitations.** Except for the limited rights and licenses expressly granted in this Agreement, no other license is granted, and no other use is permitted. Dane and its member agencies agree not to use the Tool or any information presented by the Tool to create any similar software; or decompile, disassemble or otherwise reverse engineer the Tool. The licenses are solely for academic, non-profit or federal, state or local government use. No commercial use or use by a commercial entity is permitted by this Agreement.
6. **Ownership.** The Foundation and its licensors shall retain all right, title and interest (including patents, copyrights, trade secrets and trademarks) in and to the Tool. Any improvements to the Tool arising out of any feedback or data provided by Dane or its member agencies shall be solely owned by the Foundation.
7. **Non-disclosure.** Dane and its member agencies agree to refrain from disclosing any information about the Tool which meets the definition of a trade secret in Wis. Stat. §134.90(1)(c), including information about the development, operation and presentation of the Tool, to any third parties without prior written approval from the Foundation. The Foundation agrees that defendants or their counsel, prosecutors and the courts are entitled to copies of the defendant's scoresheets. If Dane is compelled by law, court order, or other legal directive to disclose information covered by this MOU, Dane agrees to give the Foundation prior notice of such requirement, such that the Foundation may file appropriate documents or make such appearances to protect its interests. This provision shall survive termination of this MOU and remain in effect until withdrawn in writing by the Foundation. Notwithstanding the foregoing, nothing in this Section II.7 prohibits Dane from communicating with Professor James Greiner and his research team for the sole purpose of conducting the RCT described above in Section II.2.

III. THE FOUNDATION

1. **Research, development, and sharing of findings.** The Foundation will engage in ongoing research and development efforts based on data and input from Dane County, Wisconsin as well as other jurisdictions that implement the Tool. The Foundation agrees to share with Dane the key findings from this and other research related to the Tool. In addition, the Foundation will provide Dane with any modifications made to improve the precision, accuracy, or usability of the Tool.
2. **Privacy and confidentiality.** In obtaining and storing data from Dane and its member agencies, the Foundation agrees to comply with all applicable privacy and data protection laws and not to make any disclosures to third parties in violation of

these laws. The Foundation will not disseminate or disclose any personally identifiable information to any other organization or individual, other than Dane, its member agencies, and the Foundation's staff, researchers, specifically including but not limited to Professor James Greiner and his research team, contractors, or consultants. Any and all reports or publications produced as a part of this project will present data and findings in aggregated form.

3. **Ownership, publication, and release of research and Tool instructions.** The Foundation shall own all right, title, and interest (including, but not limited to, patent, trademark, and copyrights) in the Tool and any related inventions and works of authorship related to or derived in any way from the research. Accordingly, without further notice to or consent from Dane, the Foundation may reproduce, distribute, and/or produce derivative works based on any reports, findings, instruction manual(s) for the Tool, anonymized, aggregated data or other data in accordance with Section III.2 above, specifically including but not limited to the RCT referenced above in Section II.2, and other related documentation.
4. **Limitation of Liability.** Each party shall be responsible for the consequences of its own acts, errors, or omissions, and those of its employees, boards, commissions, agencies, officers, and representatives, arising out of or related to the performance of this Agreement or usage of the Tool described herein, and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions, including providing its own defense. In situations of joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions, and those of its employees, agents, boards, commissions, agencies, officers and representatives, arising out of or related to the performance of this Agreement or usage of the Tool described herein. It is not the intent of the parties to impose liability beyond that imposed by state statutes.
5. **Covenant Not to Sue.** The parties covenant not to sue or otherwise institute or cause to be instituted or in any way participate in legal or administrative proceedings against the other party for any claims, demands, actions, causes of action, suits, rights, debts, damages and other obligations of every kind and nature, known or unknown, in law, equity or otherwise arising out of or in connection with Dane or any of its member agencies' usage of the Tool.

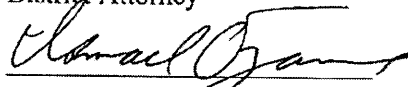
[Signature Page Follows.]

THE FOREGOING IS UNDERSTOOD, ACCEPTED, AND AGREED TO BY DANE AND THE FOUNDATION.

DANE COUNTY CRIMINAL JUSTICE OFFICIALS, AS REPRESENTED BY THE DISTRICT ATTORNEY, PRESIDING JUDGE, SHERIFF, AND CLERK OF COURTS:

Name: Ismael Ozanne


Title: District Attorney

Signature: 

Date: 2-18-16

Name: Juan Colas

Title: Presiding Judge

Signature: 

Date: 2/19/2016

Name: Dave Mahoney

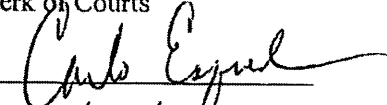
Title: Sheriff

Signature: 

Date: 02-16-16

Name: Carlo Esqueda

Title: Clerk of Courts


Signature: 

Date: 2/22/2016

LAURA AND JOHN ARNOLD FOUNDATION:

Name: Denis Calabrese

Title: President

Signature: 

Date: February 12, 2016