

Dane County Contract Cover Sheet

Revised 01/2026

Res 100
significant

Dept./Division	Sheriff's Office Security Div		
Vendor Name	House of Mercy, LLC	MUNIS #	36749
Brief Contract Title/Description	Temporary/Transitional housing for Dane County Jail residents eligible for work release (Huber) privileges		
Contract Term	04/01/2026 - 12/31/2029		
Contract Amount	\$1,050,000.00		

Contract # Admin will assign	16452
Type of Contract	
☒	Dane County Contract
☐	Intergovernmental
☐	County Lessee
☐	County Lessor
☐	Purchase of Property
☐	Property Sale
☐	Grant
☐	Other

Department Contact Information		Vendor Contact Information	
Name	Sara Mejia	Name	Mrizo Khashimov
Phone #	608.584.4801	Phone #	608.520.7142
Email	mejia.sara@danesherriff.com	Email	mirzo@HouseOfMercyUSA.com
Purchasing Officer	Megan Rogan		

Purchasing Authority	☐ \$13,000 or under – Best Judgment (1 quote required)		
	☐ Between \$13,000 – \$46,000 (\$0 – \$25,000 Public Works) (3 quotes required)		
	☐ Over \$46,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #	
	☐ Bid Waiver – \$46,000 or under (\$25,000 or under Public Works)		
	☒ Bid Waiver – Over \$46,000 (N/A to Public Works)		
	☐ Cooperative Contract	Contract Name & #	
☐ N/A - Grants, Leases, Intergovernmental, Property Purchase/Sale, Other			

MUNIS Req.	Req #	Org: SHRFSEC	Obj: 31301	Proj:	\$ 200,000.00
	Year 2026	Org:	Obj:	Proj:	\$
		Org:	Obj:	Proj:	\$

Budget Amendment	
☐	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000	☐ Contract does not exceed \$100,000		
	☒ Contract exceeds \$100,000 – resolution required.	Res #	RES-100
	☒ A copy of the Resolution is attached to the contract cover sheet.	Year	2026

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
☐ No modifications.	☒ Modifications and reviewed by: Justis Hagberg, Corp Counsel	☐ Non-standard Contract

APPROVAL
Dept. Head / Authorized Designee
Christopher J. Nygaard, Chief Deputy

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
Slaven, Shelby Digitally signed by Slaven, Shelby Date: 2026.07.31 14:29:59 -05'00'	<i>Justis Hagberg</i>

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached		
DOA:	Date In: 7/29/26	Date Out: _____
☒ Controller, Purchasing, Corp Counsel, Risk Management		

Goldade, Michelle

From: Goldade, Michelle
Sent: Wednesday, July 29, 2026 3:54 PM
To: Hicklin, Charles; Rogan, Megan; Hagberg, Justis; Cotillier, Joshua
Cc: Oby, Joe
Subject: Contract #16452
Attachments: 16452.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 7/30/2026 3:29 PM	Approve: 7/30/2026 3:29 PM
	Rogan, Megan	Read: 7/29/2026 4:06 PM	Approve: 7/29/2026 4:06 PM
	Hagberg, Justis	Read: 7/29/2026 4:10 PM	Approve: 7/29/2026 4:11 PM
	Cotillier, Joshua	Read: 7/30/2026 11:57 AM	Approve: 7/30/2026 11:58 AM
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #16452

Department: Sheriff

Vendor: House of Mercy LLC

Contract Description: Temporary/transitional housing for jail residents eligible for work release privileges (Res 100)

Contract Term: 4/1/26 – 12/31/29

Contract Amount: \$1,050,000.00

Michelle Goldade

Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays.

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2026 RES-100

**AUTHORIZING AN AGREEMENT WITH HOUSE OF MERCY, LLC TO HOUSE JAIL
DIVERSION PROGRAM RESIDENTS**

The Jail Diversion Program is a program in which a person who is sentenced to the Dane County Jail with Huber (work release) privileges may be eligible to serve part or all of their sentence at their home or approved housing if they meet criteria for Jail Diversion. A resident on the Jail Diversion Program is confined to their home or approved housing and monitored with an electronic device. They are allowed to leave their residence for the purpose of exercising their Huber privileges.

WHEREAS, Dane County has provided historic investment in a housing style program referred to as Temporary/Transitional Housing for Jail Diversion residents. The program provides a year of housing cost assistance to eligible jail residents experiencing homelessness or no current housing in Dane County.

WHEREAS, since 2023, House of Mercy, LLC (formerly known as Sober Living In Madison) has partnered with the Dane County Sheriff's Office to provide managed sober living facilities to residents eligible for the Jail Diversion program in need of housing.

NOW, THEREFORE, BE IT RESOLVED with an approved bid waiver allowing for a service contract through December 31, 2030 with compensation to House of Mercy, LLC not to exceed \$1,050,000.00; and,

BE IT FINALLY RESOLVED the Dane County Executive and Dane County Clerk are authorized to execute an agreement on behalf of Dane County embodying the above provisions.

DANE COUNTY CONTRACT # 16452

Revised 11/2024



Department: Sheriff's Office
Provider: House of Mercy LLC
Expiration Date: December 31, 2029
Maximum Cost: \$1,050,000.00

Registered Agent (if applicable): N/A
Registered Agent Address: N/A

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and House of Mercy 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 housing residents eligible for Dane County Sheriff's Office Jail Diversion program; and

WHEREAS PROVIDER, whose address is 2417 Brentwood Parkway, Unit D, Madison, WI 53704, 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. COUNTY shall not be liable for any services performed by PROVIDER other than during the term of this Agreement. COUNTY shall never pay more than the Maximum Cost as stated above for all services. 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, economical 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.
- 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.

- D. No portion of funds under this Agreement may be used to support or advance religious activities.
- E. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin and has met all state and federal service standards, certifications and assurances as expressed by State and Federal statutes, rules, and regulations applicable to the services covered by this Agreement.
- F. PROVIDER will follow applicable public health guidelines to provide safe services and a safe workplace. In addition, by signing this Agreement, PROVIDER acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that PROVIDER and its staff may be exposed to or infected by COVID-19 by providing services under this Agreement and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

PROVIDER further acknowledges that PROVIDER is assuming all of the foregoing risks and accept sole responsibility for any injury to itself and staff, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense of any kind, that PROVIDER or its staff may experience or incur in connection with providing services. PROVIDER hereby releases, covenants not to sue, discharges, and holds harmless and indemnifies the COUNTY, its employees, agents, and representatives, of and from any and all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. Provider understands and agrees that this release includes any claims based on the actions, omissions, or negligence of COUNTY, its employees, agents and representatives, whether a COVID-19 infection occurs before, during, or after the provision of services under this Agreement.

III. ASSIGNMENT/TRANSFER:

PROVIDER shall not assign, subcontract or transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY, including the hiring of independent contract service providers unless otherwise provided herein. 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 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. The COUNTY may terminate this Agreement upon sixty (60) day's written notice to PROVIDER. The COUNTY shall pay any outstanding actual costs incurred for use of the beds to the PROVIDER pursuant to this agreement within 30 days of receipt of accepted invoice after termination.
- E. 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 offset.

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 schedules, 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 schedules 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 & INDEMNIFICATION:

- A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER's furnishing the services or goods 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. Any failure on the part of the PROVIDER to comply with reporting or other provisions of its insurance policies shall not affect this PROVIDER's obligations under this paragraph. COUNTY reserves the right, but not the obligation, to participate in defense without relieving PROVIDER of any obligation under this paragraph. 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.

1. 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 cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations.

2. Professional Liability Insurance.

If PROVIDER renders professional services (such as medical, architectural or engineering services) under this Agreement, then PROVIDER shall provide and maintain two million dollars (\$2,000,000.00) of professional liability insurance. If such policy is a "claims made" policy, all renewals during the life of the Agreement shall include "prior acts coverage" covering at all times all claims made with respect to PROVIDER's work performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by COUNTY

3. Commercial/Business Automobile Liability Insurance.

If applicable to the services covered by this Agreement, PROVIDER shall provide and maintain commercial general liability and automobile liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage (Occurrence Form CG 0001) and ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

4. Environmental Impairment (Pollution) Liability

If PROVIDER will be transporting waste or will be disposing of waste or products under this Agreement, then 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.

5. Workers' Compensation.

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

6. 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. Required provisions.

1. Insurer's Requirement

All of the insurance shall be provided on policy forms and through companies satisfactory to COUNTY, and shall have a minimum AM Best's rating of A- VIII

2. Additional Insured.

COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of PROVIDER; products and completed operations of PROVIDER; premises occupied or used by PROVIDER; and vehicles owned, leased, hired or borrowed by PROVIDER. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Except for the workers compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of COUNTY.

3. Provider's Insurance Shall be Primary

For any claims related to this Agreement, PROVIDER's insurance shall be primary insurance with respect to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by COUNTY, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance. PROVIDER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability

4. Cancellation Notice

Each insurance policy required by this Agreement shall state, or be endorsed so as to the state, that coverage shall not be canceled by the insurance carrier or the PROVIDER, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to COUNTY.

5. Evidences of Insurance.

Prior to execution of the Agreement, PROVIDER shall file with COUNTY a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

6. Sub-Contractors.

In the event that PROVIDER employs sub-contractors as part of this Agreement, it shall be the PROVIDER's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

- 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. 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 Dane County Ordinances Sec. 25.08(20)(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."

XIII. 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.

XIV. FINANCIAL INTEREST PROHIBITED:

Under s. 946.13, Wis. Stats. COUNTY employees and officials are prohibited from holding a private pecuniary interest, direct or indirect, in any public contract. By executing this Agreement, each party represents that it has no knowledge of a COUNTY employee or official involved in the making or performance of the Agreement that has a private pecuniary interest therein. It is expressly understood and agreed that any subsequent finding of a violation of s. 946.13, Wis. Stat. may result in this Agreement being voided at the discretion of the COUNTY.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. CONSTRUCTION:

This Agreement shall not be construed against the drafter.

XIX. COPIES VALID:

This agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic

PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

XX. 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.

XXI. DEBARMENT:

By signing this Contract, PROVIDER attests that it is not debarred from participating in federal procurements. COUNTY reserves the right to cancel this Contract if PROVIDER is presently, or is in the future, on the list of parties excluded from federal procurements.

XXII. EXECUTION:

- A. The parties agree that execution of this document may be made by electronic signatures. The parties may make electronic signatures by typing the name of the authorized signature followed by the words, "electronically signed" or by any other electronic means representing an authorized signature by PROVIDER. PROVIDER shall ensure that only authorized persons may affix electronic signatures to this Agreement and COUNTY may rely that the electronic signature provided by PROVIDER is authentic.
- B. This Agreement has no effect until signed by both parties. The submission of this Agreement to PROVIDER for examination does not constitute an offer. PROVIDER warrants that the persons executing this Agreement on its behalf are authorized to do so.

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:



Mirzo Khashimov
House of Mercy LLC

7/27/2026
Date

FOR COUNTY:

Melissa Agard
Dane County Executive

Date

Scott McDonell
Dane County Clerk

Date

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

SCHEDULE A

Scope of Services

Dane County approved a historic investment in a housing style program referred to as Temporary/Transitional Housing for Jail Diversion Residents. The program provides a year of housing cost assistance to eligible jail residents experiencing homelessness or no current housing in Dane County. The Jail Diversion Program is a program in which a person is sentenced to the Dane County Jail with Huber (work release) privileges, that person may be eligible to serve part or all of their sentence at their home or approved housing if they meet the criteria for Jail Diversion. A resident on the jail diversion program is confined to their home or approved housing and monitored with an electronic device. They are allowed to leave their residence for the purpose of exercising their Huber privileges. The residence must be free of alcohol, alcohol containers, illegal drugs, and firearms.

Below are the Dane County Sheriff's Office requirements of PROVIDER for the Temporary and/or Transitional Housing Program for jail diversion residents:

1. Placement of Jail Diversion Resident(s)

- A. PROVIDER shall hold a block of twenty (20) beds dedicated for use of Dane County Sheriff's Office Jail Diversion resident(s) only.
 - a. Should additional beds be needed, PROVIDER agrees to make all reasonable effort to accommodate the request. Dane County Sheriff's Office agrees to pay daily rate in accordance with Schedule B.

2. Mandatory Incident Reporting

- A. PROVIDER shall notify the Dane County Sheriff's Office staff in a timely manner of any significant incident, concern, or observed issue involving referred resident(s).

Notification events should include, at minimum:

- a. Suspected substance use or intoxication
- b. Medical emergency or overdose
- c. Hospitalization
- d. Police, fire, or EMS response to the residence
- e. Violent, threatening, or disruptive behavior
- f. Criminal activity or suspected criminal activity on the premises
- g. Serious property damage
- h. Any condition making the residence temporarily unsafe or unsuitable for occupancy

- B. PROVIDER may request removal, discharge or replacement of resident(s) who:

- a. Violate PROVIDER rules; and/or
- b. Fail to comply with program requirements; and/or
- c. Create a safety concern; and/or
- d. Become disruptive to the program environment; and/or
- e. Become no longer appropriate for placement; and/or
- f. Cannot be safely and/or effectively served by PROVIDER

- C. Should resident(s) need to be removed from the rental unit, the PROVIDER shall notify Dane County Sheriff's Office staff as soon as reasonably practical. Both parties shall work together, in good faith, to coordinate removal, discharge, transfer, replacement or other appropriate action. Dane County Sheriff's Office staff may refer another eligible participant to fill the reserved bed, subject to standard referral and admissions practice, for any resident removed.

3. Rental Unit Requirements

The units shall:

A. Be fully furnished. All items shall be functional, in good repair and clean. The PROVIDER shall be responsible for replacing items as needed and shall not charge the Dane County or the Jail Diversion resident for the replacement of items unless ordered by the court.

B. Be zoned as residential and appropriate for multi-family use (e.g. House, duplex, townhouse, or apartment building).

C. Have an appropriate physical space to accommodate the number of Jail Diversion residents the housing unit(s) is intended to serve.

D. Accommodate the Jail Diversion resident(s) indicated in single or double occupancy bedrooms. The number of occupants per bedroom shall not exceed two (2) Jail Diversion resident(s).

E. Have a bathroom, a common living area, and a shared kitchen with an operating refrigerator, stove and microwave. The living room and the kitchen shall be designed to accommodate the number of Jail Diversion resident(s) housed in the unit(s).

F. Have a mailbox for Jail Diversion resident(s) to receive mail. Mailboxes do not need to be locked but, if the mailboxes contain a lock, then each Jail Diversion resident(s) shall be provided with a key.

G. Have Wi-Fi service available to each Jail Diversion resident at sufficient speed to accommodate all residents of the facility.

H. Be in move-in ready condition by contract start date.

I. The units shall be free from mold; peeling and exposed lead paint; pests and rodents

4. Maintenance Requirements

The unit(s) shall be maintained in a manner as to meet Wis. Admin. Code Chapter ATPC 134 (Residential Rental Practices), Wis. Stats. Chapter 704 (Landlord and Tenant), and meet all state, county and local building codes, fire safety, life safety, public health, sanitation requirements, orders or local ordinances. The PROVIDER is expected to conduct routine maintenance inspections of each unit and keep a maintenance log for each unit. The maintenance log for each unit shall document the maintaining, repairing and/or replacing the bulleted items listed below to ensure they remain in working order. The PROVIDER shall supply materials and equipment necessary to maintain the living quarters and surrounding area in a clean, safe, and sanitary condition at all times. A copy of each unit maintenance inspection report shall be updated and provided upon request to the Dane County Contract Administrator.

- A. The following items at the units shall be in working order and maintained at all times:
- Heating system (during heating season – October 1st through May 1st)
 - Hot water heater (120°F degrees at the source)
 - Lighting – replace bulbs as needed
 - Electric outlets and switches are in working order and have proper covers
 - Kitchen appliances – stove, microwave and refrigerator/freezer
 - Smoke and Carbon Monoxide detectors shall be checked, batteries replaced as needed
 - Kitchen fire extinguisher replaced if used or if the indicator on the unit shows it does not have an adequate charge
 - Ventilation, ceiling, and room fans if applicable
 - Mailboxes
 - Telephones and telephone lines

- Ensure all windows have screens, screens are free from holes and tears, and windows can be opened and remain in the upright position without being propped
- All windows contain window coverings or operational blinds
- Exterior doors are in good working order

B. The PROVIDER must establish methods for Jail Diversion resident(s), and Dane County Sheriff's Office staff to report maintenance issues. The PROVIDER must respond to such reports of routine maintenance issues within 24 hours with a plan for repair/resolution or provide a plan update; and any such repairs not completed within five (5) to seven (7) days shall be reported to the Dane County Administrator. Maintenance issues requiring 24 hour resolution include, but are not limited to:

- Clogged bathtub, sink, or toilet
- Water leaking underneath sinks, toilets, water heater, or applicable appliances (e.g., washing machine, dishwasher, refrigerator)
- Broken window
- Sewage backing up in toilets, sinks, bathtub
- Sewage overflowing from outside sewer vents
- Flooding – a continuous flow of water originating from a dwelling unit or waterline
- Any non-working toilet unless there are two (2) toilets and one is useable then situation requires an urgent response
- No power to the entire unit or kitchen
- Glass windows broken causing safety hazard or compromising security
- Broken locks or doors causing security issues
- Roof damage or leaking
- Gas leaks
- Lack of heat during the heating season (October 1st through May 1st)
- Electrical issues/problems causing safety and/or fire hazard

D. The units shall be pest free: Bed Bugs and Other Pests

1. The PROVIDER shall ensure a pest-free environment exists for all Contractor staff, Jail Diversion resident(s), Dane County Sheriff's Office staff, and any others that enter the premises.

2. The PROVIDER shall notify to the Dane County Contract Administrator and Dane County Sheriff's Office staff immediately if there is a suspicion of bed bugs and other pests at any unit. At a minimum, notification shall be made by email to the Dane County Sheriff's Office staff.

3. Within 24 hours of the initial notification of the suspicion of bed bugs or other pests, a follow-up email identifying the plan for eradication, including a detailed timeline, must be submitted to the Dane County Contract Administrator and Dane County Sheriff's Office staff.

4. Treatments shall be completed through a state licensed Commercial Pesticide business by Commercial Pesticide Applicator(s) certified and licensed with Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP).

5. The PROVIDER is responsible to inform the Jail Diversion resident(s) and Dane County Sheriff's Office staff of the treatment plan, and the time frames that the Jail Diversion resident(s) needs to be away from the unit for the cleaning. If the pest problem is deemed larger than anticipated and the residence needs to be evacuated, the PROVIDER is responsible for providing an alternative placement plan for the unit while the bed bugs or other pests are being eradicated.

6. The PROVIDER is responsible for all costs associated with pest control, including the cost of the pest control professional(s) and the replacement of any damaged items, including personal property.

7. Bed Bug Response:

a. In the event bed bugs are detected, the PROVIDER must have an approved plan to facilitate properly laundering and/or heat-treating clothing (including shoes), bedding, furniture, and all other affected items. The laundering and/or heat treatment must be completed in accordance with approved industry standards.

b. The PROVIDER is responsible for all costs associated with laundering and treating items, or replacing the items. Jail Diversion resident(s) must be supplied plastic bags to transport clothing, shoes, and linens, to prevent the spread of bed bugs during transport to the laundry. All items shall be dried on HIGH heat. They shall be washed and then dried again, including the clothing the Jail Diversion resident(s) is wearing at that time. The plastic bag used to transport shall be disposed of and not reused. A new plastic bag shall be provided to transport clean items.

c. The pest control professional shall determine if furnishings are salvageable. The PROVIDER is responsible for replacing linens, furniture, and any other items, including Jail Diversion resident(s) personal property, which are not salvageable.

d. Once the unit has been cleared by the certified pest control agency, an email shall be sent immediately to the Dane County Contract Administrator along with Dane County Sheriff's Office staff.

8. Bed Bug Control Measures:

a. To decrease the spread of bed bugs in unit(s), Dane County requires the PROVIDER to enclose mattresses, box springs, and bed pillows with pest preventative covers. In addition, Dane County further recommends that the PROVIDER utilize vinyl and/or leather furniture.

9. Other Pest Control Response:

a. In the event of a pest infestation (e.g., roaches, rodent, ants, wasps, etc.), the PROVIDER must follow the approved industry standards to facilitate eradication. Devices and/or chemicals harmful to humans, such as mouse traps, shall not be used unless placed by a licensed pest control professional. The pest control professional shall determine if the unit is habitable.

5. Jail Diversion Resident(s) Property

The PROVIDER shall provide individual lock boxes for each Jail Diversion resident. Lock boxes shall be secured to a fixed structure and have keypad access that can be programmed for new Jail Diversion resident(s) or provide padlocks with keys. Dane County Sheriff's Office staff must be provided with the codes to the lock boxes each time they are reprogrammed, keys to padlock, or some other mechanism by which Dane County Sheriff's Office staff can access contents of lock box. Jail Diversion resident(s) should be encouraged to keep valuable items (i.e. money, medications, personal documentation) in the lock boxes.

If the Jail Diversion resident(s) leaves medications in the lock boxes after completion of their stay, the PROVIDER shall be responsible for disposal. Medication should be held for 72 hours. The PROVIDER must have a policy and tracking system for medication disposal.

For property which Jail Diversion resident(s) leave behind after departing the program, PROVIDER shall reach out to the resident's named contact to make arrangement for pick-up of the property which PROVIDER has packed up and held in a secure location.

6. Miscellaneous

- A. Dane County Sheriff's Office staff shall have 24-hour unrestricted access to the entire property, including individual residential units, common areas, and exterior grounds. Dane County Sheriff's Office staff may perform searches of a Jail Diversion resident(s) rooms without notice.
- B. The PROVIDER shall be responsible for cleaning and sanitizing rooms within 24 hours after a room becomes vacant to accommodate the placement of new Jail Diversion resident(s).
- C. The PROVIDER and Dane County Sheriff's Office staff require that Jail Diversion residents(s) are responsible for actual cleaning of living quarters. PROVIDER and Dane County Sheriff's Office staff shall jointly enforce this operational expectation.
- D. The PROVIDER shall be responsible for maintaining common areas and overall premises in a clean and sanitary condition at all times.
- E. Units shall be geographically located to maximize access to jobs, transit, schools and other key amenities.

SCHEDULE B

Pricing Structure and Payment

Invoices/Payment:

PROVIDER shall issue an invoice upon completion of services and/or delivery of such deliverables. Invoices must reference the Dane County purchase order number issued for the services/deliverables described herein. Email delivery of invoices is encouraged and preferred – see the Bill To section of the purchase order. Payment shall be made within 30 days of COUNTY's receipt of accepted invoice unless otherwise noted in Schedule B.

- A. Dane County Sheriff's Office shall pay Vendor in accordance with the following schedule for a dedicated block of twenty (20) beds, so long as program funding is available:

Year	Daily Rate per Bed
2026	\$35.00
2027	\$35.00
2028	\$36.05
2029	\$36.05

*Additional beds required beyond the dedicated block shall be paid at the Daily Rate in effect at the time.

- B. PROVIDER shall provide monthly invoices on or around the 1st of following month
- a. Invoices shall be emailed to: Invoices@danesherriff.com
 - b. Dane County Sheriff's Office staff shall enter invoice into payment queue within seven (7) business days of approval
- C. The total compensation paid to PROVIDER under this Agreement shall not exceed \$1,050,000.