## CONTRACT

| This contract made and entered into the      | day of                       | 2005     |
|--|------------------------------|----------|
| between Racine County, 730 Wisconsin Ave., R | Racine, WI (hereinafter refe | erred to |
| as "COUNTY") and Adams Management and Co     | onsulting LLC, (hereafter r  | eferred  |
| to as "VENDOR").                             |                              |          |

FOR GOOD AND VALUABLE CONSIDERATION, the parties agree as follows:

- 1. **VENDOR** shall provide criminal justice programs coordination functions and shall be responsible for the following:
  - a. Monitoring and evaluating jail alternative and diversion programs;
  - Advising and assisting in development of new jail alternative and diversion programs;
  - Devising and applying measures of effectiveness for jail alternative and diversion programs;
  - d. Monitoring implementation of risk assessment activities;
  - e. Monitoring jail population trends both long-term and short-term;
  - f. Identifying impediments to expeditious case disposition;
  - g. Improving coordination with other governmental agencies to facilitate expeditious resolution of holds and detainers;
  - h. Recommending improvements to the operation of the criminal justice process in Racine County; and
  - i. Other mutually agreed upon tasks.
- 2. The contract shall be for a term of three (3) months. The contract shall begin on October 1, 2005 and shall terminate on December 31, 2005.
- 3. VENDOR shall provide at least 86 hours of service each month. These services shall generally be provided at the Racine County Law Enforcement Center. COUNTY shall provide office space for VENDOR which shall include a phone, computer, office furniture and supplies. VENDOR shall track service hours and report service hours to the COUNTY as part of the monthly activities report.

- 4. COUNTY shall pay VENDOR the sum of \$10,000.00 (Ten Thousand and No/100 Dollars) for the term of the contract. Payments shall be made monthly in the amount of \$3,333.33 (Three Thousand Three Hundred Thirty-Three and 33/100) no later than the 15<sup>th</sup> day of the month during each month of the term of the contract. Either party can terminate this contract at any time for any reason by giving the other party thirty (30) days written notice.
- 5. VENDOR shall be responsible for the payment of workers compensation, unemployment compensation, payroll taxes and all other employment related expenses for VENDOR's employees. All people working pursuant to this contract shall be considered employees of the VENDOR and not employees of the COUNTY.
- 6. It is anticipated that William Adams shall be the principal service provider assigned to this contract by **VENDOR**. **VENDOR** shall not substitute said employee without the written permission of **COUNTY**.
- 7. The **VENDOR** will operate under the direction of Racine County and will report to the Office of the County Executive. The **VENDOR** will cooperate and share information with:
  - a. the Racine County Board of Supervisors;
  - b. the Racine County Sheriff's Department for all activities located in the Racine County Jail;
  - c. other county service providers with respect to jail alternative and diversion programs, and risk assessment implementation;
  - d. the Offices of the Racine County District Attorney and Clerk of the Circuit Court;
  - e. the Racine County Circuit Court;
  - f. the Racine County Criminal Justice Coordinating Committee; and
  - g. other stakeholders in the Racine County criminal justice system.
- 8. The **VENDOR** or principal service provider, if a corporate entity, should have demonstrated qualifications in the following areas:
  - Familiarity with, and experience in, human services/social services programs, including, but not limited to, mental health and substance abuse programs.

- b. Familiarity with, and experience in, evaluating human services/social services programs, including outcomes-based assessments.
- c. Familiarity with, and experience in, collaborations among private, nonprofit and/or public sector in the development and delivery of human services/social services programs.
- d. Familiarity with, and experience in, operations of local government, with particular experience in matters pertaining to budget, human resources, and inter-agency relations.
- e. Familiarity with, and experience in, analysis of program service delivery, with a view to enhancing efficiencies at any and all stages of the process.
- f. Ability to collaborate effectively with multiple stakeholders in the Racine County criminal justice system.
- 9. All staff of VENDOR who work in the Racine County Jail shall have a background check conducted by the Racine County Jail prior to starting assignment. Any employees of VENDOR who the Racine County Jail or the Racine County Sheriff's Department objects to shall not be allowed to work in the Racine County Jail.
- 10. The **VENDOR** shall prepare and present to **COUNTY** the following reports to the Office of the County Executive:
  - a. A monthly activities report, to be submitted no later than the fifth working day after the end of each month.
  - b. A proposed methodology or methodologies for evaluating the effectiveness of Racine County's existing alternatives to incarceration, to be submitted no later than December 15, 2005.
  - c. Observations concerning the efficiency and expeditiousness of the criminal justice system in Racine County and recommendations for improving both, to be submitted no later than December 31, 2005.
  - d. Such other reports which are mutually agreed to by COUNTY and VENDOR, consistent with the purposes and provisions of this contract, including reports suggested by other stakeholders in the Racine County criminal justice system; and
  - Such other reports, consistent with the purposes and provisions of this contract, as VENDOR may deem appropriate, subject to approval by COUNTY.

- 11. The **VENDOR** shall insure that no otherwise qualified person shall be excluded from employment, be denied benefits of employment or otherwise subject to discrimination in employment in any manner or term of employment on the basis of age, race, religion, color, sex, national origin, or ancestry, handicap (as defined in Section 504 and the Americans with Disabilities Act (ADA), physical condition, developmental disability [as defined in s.51.05(5)], arrest or conviction record (in keeping with s.111.32), sexual orientation, martial status, or military participation.
- 12. The **VENDOR** shall indemnify, hold harmless and defend **COUNTY**, its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from the performance of the work under this contract.
- 13. All notices provided for in this contract shall be sent by first class mail to the address of the party as indicated below:

| For <b>COUNTY</b> : | County Clerk Racine County 730 Wisconsin Avenue Racine, WI 53403  |
|---------------------|---|
| and,                | County Executive Courthouse 730 Wisconsin Avenue Racine, WI 53403 |
| For <b>VENDOR</b> : | Bill Adams c/o Adams Management and Consulting L.L.C.             |
|                     | RACINE COUNTY   |
|                     | By:   |
|                     | Ву:   |
|                     | VENDOR  |
|                     | By:   |