

**Department of Administration
Purchasing Division**

**Waiver of Finance & Personnel Committee Approval
For Single Source Contract
Contract #E0000018809**

Background:

| | |
|---|---|
| User Department: | DOA- ITMD |
| Purchasing Agent: | Marina Litvinets |
| Contract Description: | Vendor Service Contract for ManageEngine Software Subscription, Annual Maintenance and Support |
| Vendor Name and Location: | Zoho Corporation (Pleasanton, CA) |
| Contract Term: | Three (3) years from 03/25/2022 through 03/24/2025 with two (2) options to renew for one (1) year upon mutual consent |
| Requisition # and Date Received: | Req #0000018809 Rec'd 03/15/2022 |
| Original Contract Amount: | \$85,000.00 |
| Expenditures to Date: | \$0.00 |
| Current Contract Amount: | \$85,000.00 |

Purpose of Contract:

The purpose of this contract is to allow the City of Milwaukee Department of Administration Information & Technology Management Division (ITMD) to dispense with the competitive bidding process and enter into a Single Source Vendor Service Contract for ManageEngine Software Subscription, Annual Maintenance and Support with Zoho Corporation for a contract term of three (3) years from 03/25/2022 through 03/24/2025 with two (2) options to renew for one (1) year. The estimated contract total is \$85,000.00.

| Product Name | Unit Price | Years | Total |
|---|--------------|-------|--------------|
| ManageEngine Service Desk Plus-Annual Subscription fee for 55 Technicians for three (3) years this includes 15% discount. (\$71,940.00 originally). | \$61,149.00 | 3 | \$61,149.00 |
| Annual Maintenance and Support Fee for ManageEngine AD360 Management Professional for one (1) year. | \$1,677.00 | 1 | \$1,677.00 |
| Annual Maintenance and Support Fee for ManageEngine AD360 Password Self Service for one (1) year. | \$2,108.00 | 1 | \$2,108.00 |
| Annual Maintenance and Support Fee for ManageEngine AD360 AD Auditing Professional Edition for one (1) year. | \$1,018.00 | 1 | \$1,018.00 |
| SUBTOTAL | | | \$65,952.00 |
| GOVERNMENT 10% DISCOUNT | (\$6,595.00) | | (\$6,595.00) |
| GRAND TOTAL | | | \$59,357.00 |

ITMD estimates the contract total to be around \$85,000.00 for the three (3) years as they will likely see some increases in the cost of the annual maintenance and support fees.

Justification for Waiver:

There is no other vendor that can provide all the services of this package. ITMD would have to split between several different software packages with other vendors, adding unreasonable amount of administrative overhead. Changing products would require a significant work effort from ITMD and disruption of work flow processes for users to manage their City of Milwaukee passwords, causing historical analytical records to be lost.

ITMD began using ManageEngine Software when the COVID-19 pandemic began in 2020. It allowed users who were working remotely a secure way to reset passwords. In addition, other integrated ManageEngine AD360 products were used to monitor, manage and remediate security issues from the huge influx of remote workers.

The ManageEngine Software is already being used by several of the IT divisions in the City, including the Department of Water Works-Water Division. While none of the other divisions are using the full package ITMD is looking to purchase, ITMD sees this as an opportunity to make this more of an enterprise offering once up to speed on the full capabilities of the software by working with other IT divisions to come under this agreement.

For this reason and in accordance with City Charter 16-05-4a, Finance and Personnel Committee approval is waived for services authorized by the Common Council.

DocuSigned by:

Rhonda U. Kelsey

City Purchasing Director
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5/5/2022

Date

F&P Waiver Presentation Date: 05/25/2022

**Department of Administration
Purchasing Division**

**Waiver of Finance & Personnel Committee Approval
For Sole Source Contract
Contract #E0000017572**

Background:

| | |
|---|--|
| User Department: | DOA-ITMD |
| Purchasing Agent: | Markiesha Henderson |
| Contract Description: | Vendor Service Contract for Microsoft Unified Support Services |
| Vendor Name and Location: | Microsoft Corporation (Redmond, WA) |
| Contract Term: | 06/01/2020 through 05/31/2021 |
| Requisition # and Date Received: | Req #0000018904 Rec'd 04/22/2022 |
| Original Contract Amount: | \$144,574.00 |
| Expenditures to Date: | \$94,574.00 |
| Current Contract Amount: | \$366,893.00 |

History of Contract Amendments:

| Date | Item | Term | Cost |
|--|--|-------------------------------------|---------------------|
| 07/01/2020 | Original Contract: VSC for Microsoft Unified Support Services Presented to F&P Committee on: 07/01/2020 | 06/01/2020 through 12/31/2021 | \$144,574.00 |
| 06/30/2021 | Amendment #1: Corrected original contract term end date from 12/31/2021 to 05/31/2021. Added option to extend annually upon mutual consent and immediately exercise option to extend for one (1) year from 06/01/2021 through 5/31/2022. Increased the contract total by \$222,319.00 from \$144,574.00 to \$366,893.00. Presented to F&P Committee on: 06/30/2021 | 06/01/2021 through 05/31/2022 | \$222,319.00 |
| Pending | Amendment #2: Extend the contract term for one (1) year from 06/01/2022 through 05/31/2023, exercising the option to extend annually. Increase the contract total by \$222,625.49 from \$366,893.00 to \$589,518.49. | 06/01/2022 through 05/31/2023 | \$222,625.49 |
| Total (including the pending amendment) | | | \$589,518.49 |

Purpose of Amendment:

The purpose of this amendment is to allow DOA-ITMD's existing Vendor Service Contract for Microsoft Unified Support Services with Microsoft Corporation to be amended by exercising the annual option to extend the term of the agreement, from 06/01/2022 through 05/31/2023, in alignment with the Microsoft Enterprise Services Work Order #GVS0226-386272-479688 (Exhibit 1). Additionally, by increasing the contract total by \$222,625.49 from \$366,893.00 to \$589,518.49.

Justification for Waiver:

Microsoft Unified Support has provided enhanced support of all Microsoft (MS) products used by ITMD. This has proven invaluable during the quick transition to remote work for the majority of ITMD-supported employees. The ability to engage experts in any IT-related topic and best utilize the MS tools has been used by the department on a regular basis during the last year. Support for the amended year will focus on improvements in configuration for security and compliance.

To ensure that DOA-ITMD continues to have the ability to quickly obtain 24/7 software support services to support and maintain the use of MS products by the City of Milwaukee users and volunteer contract tracers, this service is both critical and time sensitive in nature. Additionally, Microsoft's software products are proprietary to Microsoft, therefore, such services cannot be provided by any other vendor.

For these reasons and in accordance with City Charter 16-05-4a, Finance and Personnel Committee approval is waived for services authorized by the Common Council.

DocuSigned by:

Rhonda U. Kelsey

City Purchasing Director
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5/5/2022

Date

F&P Waiver Presentation Date: 05/25/2022



Microsoft Enterprise Services Work Order

(For Microsoft Internal Purposes Only)

GVS0226-386272-479688

Work Order Number

This Work Order consists of the terms and conditions below, and the provisions of the Microsoft Master Services Agreement reference **U9875074**, effective as of **10/21/2003** (the "Agreement"), the provisions of the Unified Enterprise Support Services Description applicable to the Professional Services identified in this Work Order, and any attachments or exhibits referenced in this Work Order, all of which are incorporated herein by this reference. In this Work Order "Customer," "you," or "your" means the undersigned customer or its affiliate and "Microsoft", "we," "us," or "our" means the undersigned Microsoft affiliate

By signing below the parties acknowledge and agree to be bound to the terms of this Work Order, the Agreement and all other provisions incorporated in them. This Work Order is effective as of the date that Microsoft signs this Work Order. Regardless of any terms and conditions contained in a purchase order, if any, the terms of this Work Order apply.

| Customer | Microsoft Affiliate |
|--|--|
| Name of Customer (please print) | Name |
| City of Milwaukee | Microsoft Corporation |
| Signature DocuSigned by: <i>Rhonda U. Kelsey</i> | Signature <i>Janell Rhee</i> Janell Rhee May 6, 2022 10:10 EDT |
| Name of person signing (please print) Rhonda U. Kelsey | Name of person signing (please print) Janell Rhee |
| Title of person signing (please print) City Purchasing Director | Title of person signing (please print) Digital Specialist |
| Signature date 5/5/2022 | Signature date(effective date) May 6, 2022 |

Name of Customer or its Affiliate that executed the Agreement (if different from Customer above)

| Customer invoice information | | |
|---|-----------------------------|---|
| Name of Customer City of Milwaukee | | Contact Name (Receives invoices under this Work Order) David Henke |
| Street Address 809 North Broadway, Suite 400 | | Contact E-Mail Address dhenke@milwaukee.gov |
| City Milwaukee | State/Province Wisconsin | Phone 414-286-3248 |
| Country United States | Postal Code 53202-3617 | Fax |

1. Support Services and Fees.

1.1. Term.

Microsoft Enterprise Support Services will commence on **6/2/2022** (the "Support Commencement Date") and will expire on **6/1/2023** (the "Support Expiration Date").

2. Description of Services.

Please refer to the current Unified Enterprise Support Services Description ("USSD") which will be incorporated by reference and is published by Microsoft from time to time at <https://www.microsoft.com/unified-support-services-description>. Microsoft may update the support services you purchase under this agreement from time to time, provided that the level of support services you purchase will not materially decrease during the current Term.

Services by Support Location

| Unified Enterprise Support 2022-23 USA - SLG - Enterprise East 6/2/2022 - 6/1/2023 | | |
|--|--|------------------------------|
| Quantity | Service | Service Type |
| Included | Enterprise Advisory Support Hours As-needed | Advisory Services |
| Included | Enterprise Azure Problem Resolution Hours As-needed | Problem Resolution Support |
| Included | Enterprise On-demand Assessment | On-Demand Assessment |
| Included | Enterprise On-Demand Assessment - Setup and Config Service As-needed | On-Demand Assessment Remote |
| Included | Enterprise On-Demand Education | On-Demand Education |
| Included | Enterprise Online Support Portal | Administrative |
| Included | Enterprise Problem Resolution Hours As-needed | Problem Resolution Support |
| Included | Enterprise Reactive Support Management | Service Delivery Management |
| Included | Enterprise Service Delivery Management | Service Delivery Management |
| Included | Enterprise Webcasts As-Needed | Webcast |
| Included | Reactive Enabled Contacts | Problem Resolution Support |
| 50 ea | Proactive Credits | Proactive Credits |
| Included | Service Delivery Management Extended | Service Delivery Management |
| 1 ea | Accelerate - Microsoft Teams Governance, Security and Compliance | Proactive Operations Program |

| Proactive Accelerator for ZeroTrust - Tier 1 USA - SLG - Enterprise East 6/2/2022 - 6/1/2023 | | |
|--|---|-----------------------------|
| Quantity | Service | Service Type |
| Included | Proactive Accelerator Delivery Planning ZeroTrust | Support Assistance |
| 1 ea | Proactive Accelerator Tailored - Tier 1 | Custom Proactive - Maintain |
| 3 ea | Proactive Accelerator ZeroTrust - Tier 1 <ul style="list-style-type: none"> Proactive Accelerator ZeroTrust Tier 1 - Generic | Administrative |
| Included | Service Delivery Management Extended | Service Delivery Management |

2.1. Support Services Fees.

The items listed in the table above represent the services that Customer has pre-purchased for use during the term of this Work Order, and applicable fees are shown in the table below. Microsoft Support Services are a non-refundable, prepaid service. Microsoft must receive Customer purchase order or payment before Microsoft commences or continues, as applicable, provision of Microsoft Support Services. If Customer issues a purchase order, Microsoft will invoice Customer, and Customer agrees to pay Microsoft within 30 calendar days of the date of Microsoft invoice. Microsoft reserves the right to adjust Microsoft fees prior to entering into any changes to the Microsoft Support Services ordered herein.

| Services Summary | Billing Date | Fee USD |
|--|--------------|---------------------|
| Unified Enterprise Support 2022-23 | 6/2/2022 | \$209,905.49 |
| Unified Enterprise Support Add-on | 6/2/2022 | \$23,575.00 |
| Proactive Accelerator for ZeroTrust - Tier 1 | 6/2/2022 | \$39,145.00 |
| Subtotal | | \$272,625.49 |
| Flex Allowance | | (\$50,000.00) |
| Total Fees (excluding taxes) | | \$222,625.49 |

| Billing Schedule | Billing Date | Fee USD |
|-------------------------------------|--------------|---------------------|
| One Time Payment | 6/2/2022 | \$222,625.49 |
| Total Fees (excluding taxes) | | \$222,625.49 |

2.2. Support for Microsoft Products

Microsoft will provide support for Customer's licensed, commercially released, and generally available Microsoft products, and cloud services subscriptions purchased by Customer or Customer's Affiliate: i) as indicated in Appendix A; and ii) during the Term of this Work Order. Such products and subscriptions exclude those purchased by any party that is not Customer's Affiliate as of the Support Commencement Date.

2.3. Customer Named Contact(s).

Any changes to the named contacts should be submitted to Microsoft Contact.

| | | |
|---|-----------------------------|--|
| Name of Customer Support Service Administrator David Henke | | |
| Street Address 809 N Broadway Room 400 | | Contact E-Mail Address dhenke@milwaukee.gov |
| City Milwaukee | State/Province Wisconsin | Phone 414-286-3248 |
| Country United States | Postal Code 53202 | Fax |

3. Use, ownership, rights, and restrictions.

3.1. Products.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions. Product availability may vary by region. "Product Terms" means the document that provides information about Microsoft Products available through volume licensing. The Product Terms document is published on the Volume Licensing Site (<http://www.microsoft.com/licensing/contracts> or successor site) and is updated from time to time.

All products and related solutions provided under this Work Order will be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. Customer is responsible for paying any licensing fees associated with Products.

3.2. Fixes.

"Fixes" means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as service packs), or that Microsoft provides to Customer when performing Professional Services (all support, planning, consulting and other professional services or advice, including any resulting deliverables provided to Customer under this Work Order, to address a specific issue. "Professional Services" means Product support services and Microsoft consulting services provided to Customer under this Work Order. "Professional Services" or "services" does not include Online Services, unless specifically noted.

Fixes are licensed according to the license terms applicable to the Product to which those Fixes relate. If the Fixes are not provided for a specific Product, any other use terms Microsoft provides with the Fixes will apply.

3.3. Pre-existing Work.

"Pre-existing Work" means any computer code or other written materials developed or otherwise obtained independent of this Work Order.

All rights in Pre-existing Work shall remain the sole property of the party providing the Pre-existing Work. Each party may use, reproduce and modify the other party's Pre-existing Work only as needed to perform obligations related to Professional Services.

3.4. Services Deliverables.

"Services Deliverables" means any computer code or materials, other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Professional Services. Upon payment in full for the Professional Services, Microsoft grants Customer a non-exclusive, non-transferable perpetual, fully paid-up license to reproduce, use and modify the Services Deliverable, solely in the form delivered to Customer and solely for Customer's internal business purposes, subject to the terms and conditions of this Work Order.

3.5. Affiliates' rights.

"Affiliate" means any legal entity that a party owns, that owns a party, or that is under common ownership with a party. "Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity.

Customer may sublicense the rights contained in this subsection relating to Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights and Customer's Affiliates' use must be consistent with the license terms contained in this Work Order.

3.6. Restrictions on use.

Customer must not (and must not attempt to) (1) reverse engineer, decompile or disassemble any Product, Fix, or Services Deliverable, (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this Work Order; or (3) work around any technical limitations in the Products or Services Deliverables or restrictions in Product documentation. Except as expressly permitted in this Work Order, Customer must not (1) separate and run parts of a Product on more than one device, upgrade or downgrade parts of a Product at different times, or transfer parts of a Product separately; or (2) distribute, sublicense, rent, lease, lend, or use any Product, Fix, or Services Deliverable to offer hosting services to a third party.

3.7. Reservation of rights.

All rights not expressly granted are reserved to Microsoft.

4. Microsoft Professional Services Data Protection Addendum.

The Microsoft Professional Services Data Protection Addendum in effect on the effective date of this Work Order and available on the Volume Licensing Site at <https://aka.ms/ProfessionalServicesDPA> is incorporated herein by this reference.

5. Microsoft Contact

Customer contact for questions and notices about this Work Order.

| | |
|------------------------|-------------------------|
| Microsoft Contact Name | |
| Kevin Maltby | |
| Phone | Contact E-Mail Address |
| | v-kmaltby@microsoft.com |

Appendix A

As of the Support Commencement Date, below is a list of your declared licensing enrollments and agreements for which Microsoft will provide support services as defined within this Work Order.

| Customer Name | Licensing Program | Licensing Enrollment/Agreement Number/Billing Account ID |
|--|-------------------|--|
| CITY OF MILWAUKEE-POLICE | Select Plus | 7114393 |
| CITY OF MILWAUKEE, INFORMATION & TECHNOLOGY MGMT. DIVISION | Enterprise 6 | 68945877 |
| MILWAUKEE PUBLIC LIBRARY | MPSA | 4100090753 |
| CITY OF MILWAUKEE | Select Plus | 7114393 |
| CITY OF MILWAUKEE | Enterprise 6 | 73921173 |
| MILWAUKEE WATER WORKS | Select Plus | 7114393 |
| MILWAUKEE MUNICIPAL COURT | Select Plus | 7114393 |
| MILWAUKEE WATER WORKS | OPEN | 98528009ZZL1905 |
| CITY OF MILWAUKEE | Enterprise 6 | 50248127 |
| CITY OF MILWAUKEE - MUNICIPAL COURT | Select Plus | 7114393 |
| MILWAUKEE WATER WORKS-5877883-MKEWATERIT | Enterprise 6 | 6349625 |
| CITY OF MILWAUKEE, INFORMATION & TECHNOLOGY MGMT. DIVISION-68945877-MKEWVD | Enterprise 6 | 6072422 |
| CITY OF MILWAUKEE | Enterprise 6 | 6137432 |
| CITY OF MILWAUKEE, INFORMATION & TECHNOLOGY MGMT. DIVISION | Enterprise 6 | 6549946 |
| CITY OF MILWAUKEE FIRE DEPARTMENT | Select Plus | 7114393 |

**Department of Administration
Purchasing Division**

**Waiver of Finance & Personnel Committee Approval
For Single Source Contract
Contract #E0000014425**

Background:

| | |
|---|--|
| User Department: | Milwaukee Health Department – Office of Violence Prevention |
| Purchasing Agent: | Markiesha Henderson |
| Contract Description: | Vendor Service Contract for Safe Havens Supervised Visitation and Exchange Project Services |
| Vendor Name and Location: | Children's Service Society of Wisconsin dba Children's Hospital of WI Community Services (Milwaukee, WI) |
| Contract Term: | 02/01/2016 through 09/30/2016 with the option to extend annually |
| Requisition # and Date Received: | 0000018729 04/19/2022 |
| Original Contract Amount: | \$120,000.00 (JUSTICE FOR FAMILIES GRANT-FUNDED) |
| Expenditures to Date: | \$331,429.31 |
| Current Contract Amount: | \$566,000.00 |

History of Contract Amendments:

| Date | Item | Term | Cost |
|------------|---|-------------------------------------|--------------|
| 02/03/2016 | Original Contract – Vendor Service Contract for Safe Havens Supervised Visitation and Exchange Project Services Approved by F&P Committee on: 02/03/2016 | 02/01/2016 through 09/30/2016 | \$120,000.00 |
| 09/14/2016 | Amendment #1 – Extended the contract for one (1) year from 10/01/2016 through 09/30/2017 and increased the estimated contract total by \$96,000.00 from \$120,000.00 to \$216,000.00. Approval Waived by F&P Committee on: 09/14/2016 | 10/01/2016 through 09/30/2017 | \$96,000.00 |
| 02/22/2018 | Amendment #2 – Extended the contract for one (1) year from 10/01/2017 through 9/30/2018 and increased the estimated contract total by \$96,000.00 from \$216,000.00 to \$312,000.00. Approval Waived by F&P Committee on: 02/22/2018 | 10/01/2017 through 09/30/2018 | \$96,000.00 |
| 03/20/2019 | Amendment #3 – Extended the contract for one (1) year from 10/01/2018 through 09/30/2019 and increased the estimated contract total by \$96,000.00 from \$312,000.00 to \$408,000.00. Approval Waived by F&P Committee on: 03/20/2019 | 10/01/2018 through 09/30/2019 | \$96,000.00 |
| 10/30/2019 | Amendment #4 – Extended the contract for one (1) year from 10/01/2019 through 09/30/2020 and increased the estimated contract total by \$78,000.00 from \$408,000.00 to \$486,000.00. Approval Waived by F&P Committee on: 10/30/2019 | 10/01/2019 through 09/30/2020 | \$78,000.00 |
| 12/09/2020 | Amendment #5 – Extended the contract for one (1) year from 10/01/2020 through 09/30/2021 and increased the estimated contract total by \$80,000.00 from \$486,000.00 to \$566,000.00. Approval Waived by F&P Committee on: 12/09/2020 | 10/01/2020 through 09/30/2021 | \$80,000.00 |

| | | | |
|---|---|-------------------------------|--------------|
| Pending | Amendment #6 – Extend the contract term for one (1) year from 10/01/2021 through 09/30/2022 and increase the estimated contract total by \$80,000.00 from \$566,000.00 to \$646,000.00. | 10/01/2021 through 09/30/2022 | \$80,000.00 |
| Total (including the pending amendment) | | | \$646,000.00 |

Purpose of Amendment:

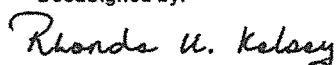
The purpose of this amendment is to extend the term of the Milwaukee Health Department – Office of Violence Prevention’s Vendor Service Contract for Safe Havens Supervised Visitation and Exchange Project Services with Children's Service Society of Wisconsin dba Children's Hospital of WI Community Services, for one (1) year from 10/01/2021 through 09/30/2022. Additionally, this amendment will increase the estimated contract total by \$80,000.00 from \$566,000.00 to \$646,000.00.

Justification for Waiver:

The resolution regarding this use of the 2016 Justice for Families Grant, from the United States Department of Justice, was adopted and passed by the Common Council on November 22, 2016 (File #160799), which identifies Children's Service Society of Wisconsin dba Children's Hospital of WI Community Services as one (1) of the contractors. In 2019, Children's Service Society of Wisconsin dba Children's Hospital of WI worked with the Sojourner Family Peace Center, Inc. to assist in serving 60 families within our community, to conduct approximately 176 one-on-one supervised visits, and to supervise approximately 202 safe exchanges.

Additionally, this contractor has successfully worked toward deliverables, ensuring that families of victims of domestic violence and protective parents had the ability to safely facilitate 90 visitations between parents. The facility did create emergency protocols as a result of COVID-19 that decreased and temporarily interrupted services. The facility is recognized nationally for the design and safety features that are specific to the grant deliverables.

For this reason and in accordance with City Charter 16-05-4a, Finance and Personnel Committee approval is waived for services authorized by the Common Council.

DocuSigned by:


 City Purchasing Director

4/27/2022

 Date

F&P Waiver Presentation Date: 05/25/2022

**Department of Administration
Purchasing Division**

**Waiver of Finance & Personnel Committee Approval
For Single Source Contract
Contract #E0000015072**

Background:

| | |
|---|--|
| User Department: | Milwaukee Health Department – Office of Violence Prevention (OVP) |
| Purchasing Agent: | Markiesha Henderson |
| Contract Description: | Vendor Service Contract for Civil Legal Assistance Services |
| Vendor Name and Location: | Legal Action of Wisconsin, Inc. (Milwaukee, WI) |
| Contract Term: | 01/01/2017 to 09/30/2019 with the option to extend upon mutual consent |
| Requisition # and Date Received: | 0000018730 / 04/19/2022 |
| Original Contract Amount: | \$232,777.00 (JUSTICE FOR FAMILIES GRANT-FUNDED) |
| Expenditures to Date: | \$382,624.49 |
| Current Contract Amount: | \$390,777.00 |

History of Contract Amendments:

| Date | Item | Term | Cost |
|--|---|-------------------------------------|---------------------|
| 02/07/2017 | Original Contract - Vendor Service Contract for Civil Legal Assistance Services. Approved by F&P Committee on: 02/07/2017 | 01/01/2017 through 09/30/2019 | \$232,777.00 |
| 12/11/2019 | Amendment #1: Increased the contract total by \$78,000.00 from \$232,000.00 to \$310,000.00 and extended contract term for one (1) year from 10/01/2019 to 09/30/2020. Approved by F&P Committee on: 12/11/2019 | 10/01/2019 through 09/30/2020 | \$78,000.00 |
| 12/09/2020 | Amendment #2: Increased the contract total by \$80,000.00 from \$310,777.00 to \$390,777.00 and extended the contract term for one (1) year from 10/01/2020 to 09/30/2021. Approved by F&P Committee on: 12/09/2020 | 10/01/2020 through 09/30/2021 | \$80,000.00 |
| Pending | Amendment #3: Increase the contract total by \$80,000.00 from \$390,777.00 to \$470,777.00 and extend the contract term for one (1) year from 10/01/2021 through 09/30/2022. | 10/01/2021 through 09/30/2022 | \$80,000.00 |
| Total (including the pending amendment) | | | \$470,777.00 |

Purpose of Amendment:

The purpose of this amendment is to allow the City of Milwaukee Health Department's Office of Violence Prevention to increase the estimated contract total of the Vendor Service Contract for Civil Legal Assistance Services with Legal Action of Wisconsin by \$80,000.00 from \$390,777.00 to \$470,777.00 and to extend the contract term from 10/01/2021 to 09/30/2022. The Violence Prevention Justice for Families Grant funds will be used.

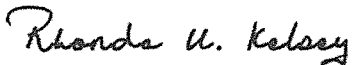
Justification for Waiver:

Adopted by Common Council on 11/05/2019, file #190896 was approved for the funding and extension of the Violence Prevention Justice for Families Grant from the U.S. Department of Justice, Office of Violence Against Women. Legal Action of Wisconsin, Inc. (Legal Action) was established in 1968 to provide free civil legal services and representation to low-income people. The organization serves 39 south central and southeastern Wisconsin counties, including Milwaukee and surrounding counties. Each year, they provide these services in about 9,000 – 11,000 cases while placing a high priority on serving people who have been survivors of violence. Since 1998, Legal Action and Sojourner Family Peace Center have been funded by VOCA for collaborative projects, where Legal Action provides lawyers to obtain restraining orders and solve other civil legal problems for domestic violence victims that are referred by those programs.

Legal Action has also received Legal Assistance to Victims program grants six (6) times to serve underserved and marginalized groups. The agency receives funding from the State of Wisconsin for an FTE attorney to serve the civil legal needs of domestic violence victims in six (6) rural western Wisconsin counties, in partnership with domestic violence service providers. Legal Action has substantial expertise and capability relating to family law, especially as it relates to domestic violence victims, because they have limited their work in family law to serving only victims of domestic violence.

Legal Action has assigned a full-time project attorney with a minimum of three (3) years of experience practicing family law, a valid Wisconsin law license, and training and experience working with victims of domestic violence during the first (1st) quarter of the grant. The project attorney will provide the project's civil legal services, maintaining an onsite presence at the Safe Exchange Center and at the Family Peace Center to ensure ease of access for victims and non-offending parents. Services may also be provided at a community location that is most convenient for the client.

For this reason and in accordance with City Charter 16-05-4a, Finance and Personnel Committee approval is waived for services authorized by the Common Council.

DocuSigned by:


City Purchasing Director

4/28/2022

Date

F&P Presentation Date: 05/25/2022