

MEMORANDUM OF UNDERSTANDING
Between
the Milwaukee County Sheriff's Office
and Milwaukee County House of Correction

This agreement is made and entered into by and between the Milwaukee County Sheriff's Office (MCSO) and the Milwaukee County House of Correction (HOC).

WHEREAS the Milwaukee County Sheriff's Office administers and manages the Milwaukee County Sheriff's Office Training Academy,

WHEREAS the Milwaukee County House of Correction will utilize the facility for training purposes in exchange for services defined herein,

NOW THEREFORE IT IS MUTUALLY AGREED UPON AS FOLLOWS:

EFFECTIVE DATE, DURATION, AND TERMINATION

This agreement shall be effective April 1, 2014, and will remain in effect as long as annual funding is provided by the County Executive and County Board to operate the training facility and the terms of agreement are followed as outlined below:

NOTIFICATIONS

MCSO
Richard R. Schmidt, Inspector
821 W. State Street
Milwaukee, WI 53233

HOC
Michael Hafemann, Superintendent
8885 S. 68th Street
Franklin, WI 53132

TERMS OF AGREEMENT

Building/Premises Use

- In November and December, the MCSO Training Academy and HOC staff will meet to establish the training schedule for the upcoming year. Copies of the agreed upon schedule shall be submitted to the Deputy Inspector of the Countywide Services Bureau.
- Upon mutual consent of the MCSO and HOC staff, the upcoming year's training schedule may be amended due to unanticipated training needs and the availability of the facility's resources (i.e., classroom and other training spaces). Changes to the original training schedule shall be documented.
- Room reservations shall follow the current scheduling procedure as for any outside agency.
- HOC shall ensure that the facility is cleaned and restored to the same condition as prior to the training session(s).
- The HOC is responsible for any damages to the facility incurred by HOC and will pay for any repairs needed to put the areas into the same conditions as they were received.

Building/Premises Security

- HOC shall provide exterior security patrols.
- HOC shall continuously monitor and maintain the premises security, fire control, and gas sensor systems.
- All security breaches shall be immediately reported to MCSO Communications Center.
- All damage to the premises must be reported to MCSO Communications Center.

Exchange of Services

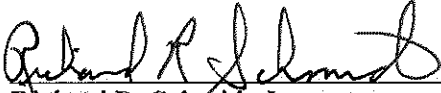
- At no cost to the MCSO, the HOC will be responsible grounds maintenance, landscaping, and snow removal. And, the availability of MCSO staff to train HOC personnel will be determined and scheduled as part of the process to establish the annual training scheduled for the training facility. However, HOC will first exhaust all HOC training staff to provide training for HOC personnel. Furthermore, MCSO may request and use of HOC staff to train MCSO personnel after exhausting all MCSO training staff to provide training for MCSO personnel.
- In exchange for providing the building and premises security (reference the **Building/Premises Security** section of this agreement), the MCSO will provide at no cost to the HOC MCSO stocked non-expendable training equipment, aids and/or resources. If HOC staff through misuse damages the non-expendable training equipment, the HOC will pay for the cost to replace the equipment. But, the HOC will not be responsible to replace equipment that was properly used by staff, but became damaged do to continued use and wear.
- At no cost to the MCSO, the HOC will be responsible for providing HOC maintenance staff labor to address any repairs to the physical plant and the replacement of non-training aids malfunctioning items/equipment at the facility. The MCSO will be responsible for the cost of parts and equipment needed to address repairs to the physical plant and the replacement of non-training aids malfunctioning items/equipment.
 - The cost of labor provided by the HOC maintenance staff during a calendar year will not exceed \$5,000.00 per year.
 - In exchange, the MCSO will provide to HOC at no cost to the HOC 15,000 rounds of ammunition, storage, and inventory control.
 - Additional expendable equipment in exchange for labor cost may be considered as agreed upon during the current year.

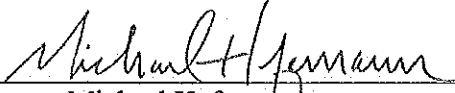
RESERVATION OF RIGHTS

MCSO reserves the right to remove from the facility any visitors or Milwaukee County employees who violate security regulations and procedures of the Sheriff's Office, or who present an immediate security risk or threat as determined by MCSO.

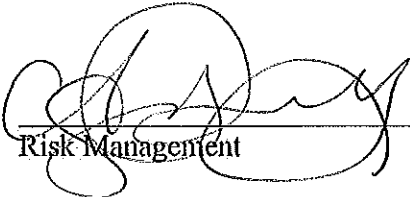
MCSO will notify the Superintendent of any immediate action taken against HOC personnel and will mutually work with HOC to resolve any issues that involve a perceived threat or violation of security regulations and procedures.

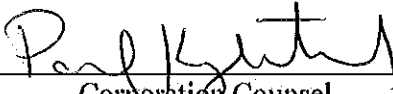
This Agreement, which shall be binding upon the parties hereto, their successors and assigns, sets forth all the promises, agreements, conditions and understandings between the County, MCSO and the HOC. All prior and contemporaneous understandings, representations, and agreements must be merged therein or superseded hereby. No alterations, modifications, releases or waivers of the agreement or any portion thereof will be effective unless in writing and executed by mutual agreement of the MCSO and HOC.

 03/25/14
Richard R. Schmidt, Inspector
Office of the Sheriff, Milwaukee County
Date

 3/24/2014
Michael Hafemann
Superintendent, House of Correction
Date

Approved as to form:

 3/25/14
Risk Management
Date

 3/25/14
Corporation Counsel
Date