

City County Agreement
Lobby Contract # 3516

FINAL AGREEMENT

AGREEMENT MADE THIS 10 day of FEB, 1988,

by and between the CITY OF MILWAUKEE, a municipal corporation (hereinafter referred to as "CITY") and the COUNTY OF MILWAUKEE, a body corporate and politic (hereinafter referred to as "COUNTY").

I.

RECIPIENTS

- A. The CITY owns and operates a municipal lockup facility.
- B. The COUNTY is planning a new COUNTY jail.
- C. The CITY and the COUNTY are interested in improving efficiency in government by eliminating unnecessary duplication of services and taking advantage of economies of scale.
- D. The parties have entered into a Preliminary Central Booking Agreement on September 28, 1988, the purpose of which was to authorize the COUNTY to undertake planning for a lockup and related functions as part of its planning for a new COUNTY jail; to delineate the terms relative to such transfer of lockup and related functions upon which the parties had reached agreement; and to identify those contingencies upon which a final agreement was dependent.

E. The parties agree and both commit that the net ongoing operating costs to the taxpayer will be lower with the transfer of the CITY lockup and related functions to the COUNTY. The CITY agrees to commit to a reduction of three Million Dollars (\$3,000,000) annually beginning in 1993 in operating costs for a lockup and related functions as a consequence of the transfer. The COUNTY agrees to commit to adding no more than One Million Seven Hundred fifty thousand Dollars (\$1,750,000) annually beginning in 1993 to its operating costs as a result of the transfer.

F. The parties agree that all contingencies to the execution of the final agreement contemplated by the Preliminary Central Booking Agreement of September 28, 1988 have now been satisfied, and that the Preliminary Central Booking Agreement heretofore executed shall be merged into this Final Agreement.

II.

INCIDENTS

A. The COUNTY shall incorporate a temporary place of detention for persons arrested for violation of state laws or municipal ordinances or otherwise detained by CITY police and facilities for related functions in the construction of a new COUNTY jail to become operational in 1993. The COUNTY jail shall include ninety-six (96) cells and short-term holding facilities

having a capacity for an additional one hundred (100) prisoners. Such COUNTY jail shall make provision for all of the facilities, equipment and services hereinafter set forth in Articles II, III and IV. Such facilities, equipment and services as are provided shall meet all applicable statutory and regulatory requirements for housing persons arrested or otherwise detained.

E. The COUNTY agrees to the construction of facilities in the new COUNTY jail in accordance with Milwaukee County Jail Program Phase 1 of the Justice System Master Plan of September 1986, KIRME Planning & Architecture, P.C. October 1986, a copy of which is incorporated herein by reference as "Exhibit A" as though fully set forth at length, as follows:

1. Sallyport - Page 68(b);
2. Pre-bookings entry area - Pages 74(b) and 74(c), with the exception of the sobriety testing room;
3. Orientation/video arraignment - Page 137(f) - with the covenant that the facility be dedicated for first priority use by the CITY's Municipal Court and the dayroom adjacent thereto be dedicated for first priority use as a bullpen for CITY defendants in custody scheduled for video arraignment;
4. Supply storage - Page 137(f) - with the covenant that supply storage be available to store

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calendars and written notice documents from the Municipal Court for distribution to CITY defendants at video arraignment.

5. Sobriety testing room and related space to be specified by the COUNTY and to be included upon mutual agreement at additional expense to the CITY.

C. In addition, the COUNTY agrees to incorporate related functions in the new COUNTY jail in accordance with the following specifications:

1. A Municipal Intake Court having a size of 1,000 square feet. This facility shall be dedicated for the exclusive use of the CITY during the term of this Agreement. The CITY may sublease this space to the COUNTY during the term of this Agreement upon mutually agreed upon terms;
2. Police Jailson facilities described as follows:
 - 120 square feet for office
 - 80 square feet for storage;
3. State warrant storage with a capacity to store all outstanding state criminal warrants;
4. Video interrogation and teleconferencing facilities described as follows:
 - 70 square foot room on each of the four inmate housing floors.

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D. The County shall have authority to design the new jail and the building in which it is located. The City shall review and approve all plans and changes in plans for Article II, Paragraphs B and C, and Article III, Paragraph B. The County's design of plans for these areas shall reflect the reasonable functional requirements of the City, and the City shall not unreasonably withhold approval of plans. Using a standard of reasonableness, the County will incorporate design changes suggested by the City. The City reserves the right to inspect during the construction phase.

III.

EQUIPMENT

A. The City shall provide adequate conduit and cabling between the City Police Administration Building and the new COUNTY jail. The COUNTY shall reimburse the City for one-half the cost of installing the conduit and cabling connection between the two facilities, with funds being made available by the COUNTY to the City in the 1991 COUNTY budget.

B. The COUNTY at its own expense shall equip the building housing the new COUNTY jail with conduit and cabling reasonably required by the City for video arrangements, municipal intake court, liaison, interrogation and teleconferencing. Cabling shall include lines for video transmission, CRTs,

printers, personal computers and computer channel interfaces. The plans and specifications for conduit and cabling shall be reviewed and approved by the City prior to installation. Any changes from the plans and specifications during construction shall be approved by the City. The City shall not unreasonably withhold approval.

C. Fingerprints. The COUNTY at its own expense estimated to be One Hundred Thousand Dollars (\$100,000) shall install and maintain a live-scan digitized fingerprint/transmission system with remote printing equipment at a City automated fingerprint information system location. The system shall meet all specifications to be established by the Federal Bureau of Investigation, and produce fingerprints of a quality suitable for the automated fingerprint information system entry and identification purposes.

D. Video Mugsshots. The City and the COUNTY shall each install a videoimaging mugshot system in accordance with specifications jointly established by the City and the COUNTY. The City and the COUNTY shall respectively bear the costs of installation, operation and maintenance of the equipment installed at each location.

E. Booking.

1. The COUNTY shall install a booking data processing system in the new COUNTY jail which shall

employ IBM compatible hardware and software which is compatible with software in use by the CITY's booking data processing system. The CITY shall review and approve the COUNTY's hardware and software prior to installation. The booking data processing system installed by the COUNTY shall capture the data elements in "Exhibit B," which is incorporated herein by reference.

2. The CITY shall install an operational interface between its booking data processing system and the COUNTY's booking data processing system. The COUNTY shall reimburse the CITY for one-half the cost of interfacing the two systems currently estimated to be five hundred thousand dollars (\$500,000) with funds being made available by the COUNTY to the CITY in the 1991 COUNTY budget. The COUNTY shall reimburse the CITY annually for one-half of the annual operation and maintenance costs of the interface currently estimated at eleven thousand dollars (\$11,000).

F. Interrogation facilities equipped for video teleconferencing shall have teleconferencing color equipment installed, operated and maintained at the expense of the CITY.

G. Video arraignment facilities shall have video arraignment equipment installed, operated and maintained by the CITY at its expense.

H. The CITY arraignment and intake court facilities shall be equipped with Municipal Court data processing terminals, printers or FAX machines installed, operated and maintained at the expense of the CITY.

IV.

SERVICES

A. The COUNTY shall provide the following services in the building housing the new COUNTY jail at its sole expense:

1. Custodial search of prisoners at intake;
2. Inventorying and safekeeping of all prisoner personal property other than contraband;
- 3.

a. Live-scan digitized fingerprinting of all CITY arrested prisoners, and video mugshotting and booking of all prisoners, in accordance with the requirements of Article III, Paragraphs C, D and

E. The CITY shall have live on-line transmission in a digitized format on a timely, immediate and routine basis of all fingerprint information on CITY arrested prisoners captured by the COUNTY. The CITY shall have live on-line transmission on a timely, immediate and routine basis of all mugshots captured by the COUNTY. The CITY shall

have free on-line access on a timely, immediate and routine basis of all data elements captured by the COUNTY's booking data processing system. The CITY and the COUNTY shall agree to a compatible numbering system for digitized fingerprinting and photoduplicating processes.

- b. In the event CITY police notify the County Sheriff that as a result of fingerprint identification a CITY arrested prisoner has been identified to be a person different from the person identified by the arresting officer at the time of booking into the new COUNTY jail, the COUNTY shall indemnify and hold harmless the CITY, its officers, agents and employees, from any and all liability for damages, costs and attorneys' fees arising out of the failure of the County Sheriff to act upon the fingerprint identification provided by CITY police.
4. Operation and maintenance of the new COUNTY jail facility;
5. Custody of prisoners in the new COUNTY jail facility which provides a temporary place of detention for persons arrested or otherwise detained by CITY police, and at initial court appearance before the

Circuit-Court or before video intake facilities of the Municipal Court or before a municipal court located outside the security perimeter in the building housing the new COUNTY jail. The COUNTY shall also prepare municipal prisoners for video arraignment by arranging for such municipal prisoners on the court calendar to be transferred to the dayroom adjoining the video arraignment facilities in advance of court proceedings. The COUNTY shall also assist the Municipal Court through service of notices, judgments or other written court documents at the video arraignment;

6. Maintenance and care of prisoners, including medical and hospital care while in the new COUNTY jail facility;
7. Responsibility for release of prisoners prior to initial appearance; and
8. Preparation of prisoner "packages" for use by police, prosecutors and courts to contain elements in accordance with "Exhibit C" which is incorporated herein by reference if all required information can be obtained by the COUNTY by a single computer transaction. The prisoner "packages" shall be prepared in response to a request by the arresting officer and delivered by the

COUNTY by the arresting officer at the time the prisoner is admitted to the locking facility.

9. On-site collection in the building housing the new COUNTY jail of payments on Municipal Court stipulations, warrants, commitments and judgments. The procedures for collecting cash shall be agreed upon by the COUNTY and the CITY. Collections, collection procedures and supporting documentation and accounting records relating thereto shall be available and subject to audit by the CITY for not less than three (3) years.

B. The COUNTY shall assume the full cost of custody at the initial appearance of persons who are not held in custody exclusively on municipal ordinance violations. The COUNTY shall assume the full cost of custody at the initial appearance of persons who are arrested exclusively for violation of municipal ordinances before video intake terminal facilities located within the COUNTY jail. The CITY shall reimburse the COUNTY for the cost of custody at the initial appearance before a municipal court located outside the security perimeter in the building housing the new COUNTY jail for prisoners who are in custody exclusively for violation of municipal ordinances. The COUNTY shall not have responsibility for custody for the initial appearance before the Municipal Court located within the CITY

Police Administration Building of prisoners who are in custody exclusively for violation of municipal ordinances.

C. The CITY shall provide the following CITY functions in the building housing the new COUNTY jail:

1. Liaison services to the Circuit Court;
2. Intoxilizer tests using equipment furnished and maintained by the State of Wisconsin in the event Intoxilizer rooms are included in accordance with Article II, B. 5;
3. Interrogation of prisoners;
4. Clerking for the Municipal Intake Court.

V.

DEVELOPMENT

A. The COUNTY shall provide for all water, sewer and utility hookups at its own expense. The COUNTY shall assume all costs for alterations or relocations of public or private utilities and/or public improvements associated with the construction of the new COUNTY jail. All work in the public right-of-way is subject to CITY permit requirements.

B. The COUNTY places the CITY on notice that it will be requesting the CITY to review and approve necessary vacations, variances and air rights in connection with the construction of the new jail to accomplish the following:

1. Vacating of the one-way loop access road adjacent to the north portion of the site;
2. Operating of shipping and receiving docks adjacent to North Ninth Street, at the southeast portion of the site, to include authority to maneuver trucks on Ninth Street; and
3. Building of a skywalk over Ninth Street to connect the jail and Safety Building.

VI.

LEGISLATION

A. In order to transfer confinement responsibilities to the COUNTY and to finance the CITY's contribution to the COUNTY under this Preliminary General Booking Agreement, the CITY has proposed legislation annexed hereto as "Exhibit D." The COUNTY agrees to support such legislation before the Legislature and the Governor.

B. To control jail population, the COUNTY has created a Jail Population Control Committee comprised of the Chief Judge of the Circuit Court, the Sheriff, the District Attorney, the Superintendent of the House of Correction, the Administrator of the State Division of Corrections, the County Fiscal and Budget Administrator, and Supervisor Susan Baldwin. The CITY will designate one or more members, in cooperation with the COUNTY, to

serve as permanent members of the Committee in carrying out its function of identifying and urging implementation of legislative and administrative changes.

C. The CITY and COUNTY agree to work together for the implementation of state legislation as soon as practicable which will provide for:

1. Video arraignment in Municipal Court;
2. Mandatory arraignment within twenty-four (24) hours of booking or release from custody provided the law authorizes the Circuit Court or Circuit Court Court Commissioner to hold arraignment hearings for Municipal Court on weekends and holidays at no additional expense to the CITY;
3. Arraignment on charges of violating a municipal or county ordinance, a misdemeanor or traffic violation before a judge or court commissioner who has authority to receive a plea, enter judgment or impose a sentence in that type of case.
4. Trials or guilty plea proceedings to commence within sixty (60) days of the initial appearance upon a misdemeanor, or within ninety (90) days of the initial appearance on a felony for which the defendant is in custody;

5- The administrative hearing and final

revocation decision to be within thirty (30) days of taking defendant into custody for violation of the conditions of probation;

6. Changes relating to driving after revocation of operating privileges:

(a) Change penalty for conviction of driving after revocation from mandatory jail and fine to permissive jail or fine;

(b) Driver's license is now revoked for additional six (6) months upon conviction of driving after revocation. Change additional revocation from mandatory to permissive;

(c) Decriminalize driving after revocation offenses which do not result from major traffic offenses;

(d) Permit intercept of tax refund, "Denver Boot" or forfeiture of vehicle if driver commits multiple driving after revocations arising out of major traffic offenses.

D. In the event the COUNTY proposes changes in the Municipal Court and the CITY approves such changes, the CITY will use its best efforts to implement such changes.

VII.

CONSIDERATION

A. In consideration of the facilities, equipment and services to be constructed, installed and performed by the COUNTY and other promises herein, the CITY agrees to pay the COUNTY Eleven Million Eight Hundred Thousand (\$11,800,000) Dollars. The payment schedule will be five Hundred Thousand Dollars (\$500,000) on January 1, 1989, with the remainder to be paid based on the following pro rata formula:

January 1, 1990	\$ 880,000
May 1, 1990	3,520,000
May 1, 1991	6,900,000

B. If construction commences after January 1, 1990, the payment schedule in Article VII. A. for payments due in 1990 and 1991 shall be moved back one (1) month for each month's delay in the commencement of construction. If the CITY is not authorized to borrow the amount due on any payment date, the COUNTY will include the funds in its bond issue for the project and be reimbursed by the CITY for principal, plus interest. The reimbursement will be according to a schedule agreed to by the CITY and COUNTY, and will be complete by time the new jail facility opens.

C. If the COUNTY does not commence construction before January 1, 1991, the CITY shall be entitled to the payment of interest on its 1989 payment at the prime rate for the period

between the 1989 payment date and the date of commencement of construction. If the COUNTY does not commence construction before January 1, 1992, the CITY at its option may terminate this Agreement, in which case the CITY shall be entitled to recover its payments under Article VII. A. and for out-of-pocket costs.

D. The COUNTY agrees that in the event of jail overcrowding, if the sheriff or designee does not accept a person arrested by CITY police for confinement and custody, the COUNTY will reimburse the CITY for operating costs for lockup and related functions as a consequence of such arrest.

VIII.

TERM OF THE AGREEMENT

This Agreement shall have a term of twenty-five (25) years and shall be subject to amendment at any time by mutual agreement of the parties. 11/02/2013

IN WITNESS WHEREOF, The parties hereto have executed this Final Agreement the day and year first above written.
 IN THE PRESENCE OF:
 CITY OF MINNERS

By: *[Signature]* Mayor
 BY: *[Signature]* City Clerk

COUNTERSIGNED:
 COUNTY OF MINNERS
 BY: *[Signature]* County Executive
 BY: *[Signature]* County Clerk

RECEIVED
 JAILAGE
 11/2/88 8:00 A.M.

APPROVED FOR CORPORATION COUNSEL
[Signature]