

Make It Work Milwaukee! Coalition

Strengthening Milwaukee County through better health and human services

2015 Milwaukee County Budget Priorities Milwaukee County Board Public Hearing 11/3/2014

Alzheimer's Association,
SE Wisconsin Chapter
American Red Cross in
Southeastern Wisconsin
Autism Society of Southeastern
Wisconsin
Automated Health Systems
Bell Therapy, Inc.
Curative Care Network
Coalition of Wisconsin Aging
Groups
Community Advocates
Disability Rights Wisconsin
Easter Seals Southeast Wisconsin
Eisenhower Center
Grand Avenue Club, Inc.
Guest House of Milwaukee, Inc.
HealthWatch
Impact
IndependenceFirst
Independent Care Health Plan
Interfaith Conference of Greater
Milwaukee
Jewish Community Relations
Council of the Milwaukee Jewish
Federation
Jewish Family Services
Justice 2000, Inc.
Life Navigators (Formerly ARC)
Managed Health Services
Mental Health America of Wisconsin
Meta House, Inc.
Midwest Community Services, Inc.
Milwaukee Mental Health Task
Force
Milwaukee Aging Consortium
Milwaukee Center for Independence
M&S Clinical Services
NAMI Greater Milwaukee
Options for Community Growth, Inc.
Our Space, Inc.
Public Policy Committee, Milwaukee
Child Abuse Prevention Services
Coalition
Rosalie Manor Community & Family
Services, Inc.
Southeast Wisconsin ADAPT
St. Anne's Salvatorian Campus
Transitional Living Services, Inc.
United Cerebral Palsy of Southeast
Wisconsin
UEDA
Vision Forward Association
Vital Voices for Mental Health
Wisconsin Community Services, Inc.
Wisconsin Council on Children
and Families
Gwen Jackson

The services and supports funded by Milwaukee County are critically important to the quality of life and independence of older adults and people with disabilities in Milwaukee County. The Make It Work Milwaukee! Coalition includes over 40 organizations on the frontlines working with older adults and people with disabilities in our county. We thank the Milwaukee County Board for your past support for budget priorities for people with disabilities and older adults. As the 2015 budget moves forward, we respectfully ask you to consider the following priorities:

Transit and Paratransit

- Oppose the proposed \$4 per ride paratransit fare increase for individuals enrolled in IRIS or in Managed Care Organizations (MCOs). If the fare increase is approved, individuals receiving rides funded by Family Care, Partnership, or IRIS will have to pay a one way fare of \$20.05 and a round trip fare of \$40.10. This increase will not only impact these individuals ability to access transportation but will make it difficult to fund other vital services in their long term care budgets. This is a major increase and is not affordable as all IRIS or Family Care participants have very limited financial resources.
- Support the proposed pilot of "GO", or "Growing Opportunities" passes that will allow seniors and persons with disabilities to ride the bus for free, beginning April 1. The GO pass will help Milwaukee residents with disabilities and seniors to maintain their independence, get to jobs, and be active in our community. It will be essential to include consumers and advocates in the planning process as this proposal is further developed.

Housing

- Support Investment in housing for vulnerable community members. This includes the Harm Reduction Model, which will serve individuals with severe alcohol addictions, who have not been successful in traditional housing or in current treatment models, and supportive services for Safe Havens - a vital safety net for individuals who are homeless.
- Support funding for a Community Intervention Specialist. This position has been very successful in helping vulnerable individuals who are cycling through the criminal justice and shelter systems to secure safe, affordable housing. Connecting these vulnerable individuals with housing is a smart investment.
- Restore funding of \$300,000 for homeless shelters. This funding continues to be essential given the growing need for emergency shelter and the continuing fiscal challenges faced by the shelter network.

Disability Services

- Support establishment of the Disability Services Crisis Resource Center (CRC), originally proposed in the 2014 budget. As Hilltop closes, the CRC is a key resource to support individuals with intellectual or developmental disabilities when they experience a crisis.

Impact@211

- Maintain full funding for Impact@211 to support callers seeking access to shelter, food, healthcare, and other essential services. Given the increased calls for help due to the depressed economy, as well as the transitions with Medicaid, and the marketplace, the need for this support has grown.

Thank you for this opportunity to share our priorities and for your commitment to maintaining the safety net of services provided by Milwaukee County. We pledge to work with you to continue to advocate for funding at the state and federal level.

Contacts for MIWM:

Barbara Beckert, Disability Rights Wisconsin, 414-773-4646/ 414-719-1034
Tom Hlavacek, Alzheimer's Association of Southeastern Wisconsin, 414-479-8800

**Statement for Milwaukee County Board Public Hearing on 2015 Budget 11/3/14
Concerns about the Paratransit Fare Increase for IRIS Participants**

Milwaukee County Supervisors, thank you for your support for transit and paratransit. My name is Tiffany Payne and I live and work in Milwaukee County. I am writing to share with you the negative impact on my life of the proposed \$4 per ride paratransit fare increase for individuals enrolled in IRIS or in Family Care Managed Care Organizations (MCOs). I hope you will consider opposing this large increase.

I am enrolled in IRIS, Wisconsin's Self-Directed Supports Program for adults with disabilities and older adults. I am currently employed full time and furthering my education. IRIS provides a fixed budget to pay for some of the supports and services that I need to live independently in the community. This includes paying for 10 paratransit rides each week for transportation to and from my job and to classes. The IRIS funding for this transportation is essential to my ability to work and go to school.

The 2015 Milwaukee budget includes a major fare increase of \$4 a ride for those rides funded by IRIS. **If the proposed increase is approved, the cost for each of my rides will increase from \$16.05 per ride to \$20.05 per ride.** The increase in my IRIS transportation budget will total an additional \$40 each week and will greatly impact my overall budget. IRIS also provides funding for my personal and supportive homecare. If my transportation budget goes up by \$40 each week, I will need to cut supportive homecare in order to continue getting to both work and school.

If the fare increase is approved, I will submit a request to the state of Wisconsin to increase my IRIS budget by \$40 a week. This is a complex process and there can be a long wait for a response. I don't know if the additional cost will be approved or if my budget will be increased to reflect the additional \$40 per week in transportation costs. The additional cost is likely to result in reduction of other services in my IRIS budget, and this would negatively impact my quality of life.

I need specialized accessible transportation and there are no other good alternatives to Transit Plus, as other providers are not held to the same standards. Many who have used other providers have had terrible experiences. Some have had to wait hours to be picked up while, others are driven in vehicles that needed obvious repairs.

Thank you for considering my concerns about the negative impact of the proposed \$4 per ride paratransit fare increase for individuals enrolled in IRIS or in Family Care. This increase would be a great burden for me and for many other Milwaukee residents with disabilities and older adults who have paratransit rides paid for by IRIS. Please oppose this increase.

Tiffany Payne
9611 West Parkland Court
Milwaukee, WI 53224
414-379-1612

My name is Mary Koller. I am a Public Health Nurse from the city of West Allis, and I also lead the West Allis Community Garden Committee.

Community gardens are valuable community assets. Community gardens can encourage healthy nutrition, increase physical activity, rally community engagement and social interaction, foster safety/crime prevention, and provide economic vitality for a neighborhood and its residents. Additional benefits of community gardens include: the ability for low-income families to grow/produce nutritionally rich food in areas where it otherwise may be unavailable, the restoration of oxygen to the air whereby reducing air pollution through the gas exchange system of leaves and soils, and the ability to serve as an outdoor classroom where youth can learn the valuable skills of practical math, communication, responsibility, cooperation and self-reliance, as well as the importance of community spirit, stewardship, and environmental awareness.

5 years ago, my assistant director of nursing planted a seed, an idea, about starting community gardens in West Allis. She called the UW Extension and through the strong partnership and hard work of Dennis, Jan, Eloisa and the entire organization, as well as the diligence and tenacity of a whole community of people, our Rainbow Park Community Garden is now a reality! It required the combined efforts of the Milwaukee County Parks, the UW Extension, the City of West Allis, the Home Depot, the West Allis Community Improvement Foundation, and the West Allis Community Garden Committee.

The Rainbow Park Garden has 36 plots for rent through the UW Extension, and all were rented this year, our very first year of planting! In fact, we had a long waiting list of interested gardeners. This shows the high interest our community has in growing healthy food, eating right, and choosing to be healthy!

We have a kiosk that was designed, built, and painted by UW Extension employees- Rudy and Alysia , an educational area for school children and teachers from the neighboring Walker School to use, and we will be installing a little library for the sharing of books and planting information.

It has been a dream- come- true as well for many area residents who do not have yards big enough to plant a garden, or that live in rental units.

As a way to fulfill a grant through the Home Depot for a fence, I rented 2 plots myself and donated the produce from the plots to a food pantry in West Milwaukee that services many veterans and other homeless and low income people. Many of the plants in these plots were donated by the UW Extension. I donated a total of 85 pounds 13 oz. of produce to the food pantry this year. While tending to my garden plots, I have met several other gardeners that stated they would be willing to share their produce and suggested putting out a box for donations next year. This heightens the feeling of community and helping those around us that are less fortunate.

Besides the Rainbow Park Garden, the UW Extension has worked closely with our schools and elderly facilities to start gardens and teach the wonders of growing food and herbs. We currently have 4 schools that have started gardens, and 2 senior

facilities. Many more have asked how to start gardens at their schools and facilities.

We have grown veggies and herbs in our planters at the Health Department. I had numerous people stop to ask questions and praise our efforts.

Obesity is a major health problem across our country- what better way to fight this epidemic than to teach people how to grow healthy food and in turn get exercise in planting and maintaining the garden!

Please continue to fund the UW Extension. As you can see, they grow much more than vegetables; they grow a strong sense of community.

Thank-you!



9620 West Greenfield Ave.
West Allis, WI 53214-2601
T: 414/475-6065
800/828-2256
F: 414/475-5722
www.wfnhp.org

November 3, 2014

Dear Milwaukee County Supervisors,

The County Executive's 2015 budget proposal to eliminate County mental health corrections positions and contract them to Armor Correctional not only negatively affects the dedicated and experienced registered nurses, advanced practice nurse practitioners, and other County employees who provide necessary, quality health care to inmates and detainees in the Milwaukee County Jail and Milwaukee County House of Correction, but it is troublesome for several reasons. We, as the certified bargaining agent for those impacted employees, write to you to clarify the contractual and moral conditions of the agreement among the County, Armor Correctional Health Services, and the employees.

The *Contract for Inmate Health Services for Milwaukee County* clearly states that the County shall provide "those positions indicated in Exhibit A" (see attached "Exhibit A"). Armor Correctional is to only be responsible for hiring those positions necessary to fully staff the Jail and House of Corrections to reach the appropriate level of FTEs, and the County shall treat its employees who have remained in County status as such.

Further, County employees only lose their status as County employees should they "terminate employment at the Facilities for any reason." Current County employees have made career decisions based upon this language in the contract and have decided to remain in their current positions for many reasons, including the uncertainty of becoming an Armor employee and the loss of their pension, for which they have worked many years.

The *Contract for Inmate Health Services for Milwaukee County* is in compliance with the Christensen Decree in its current form. The proposed changes are a coldhearted financial decision that disrespects the employees who have dedicated their professional lives to serving the County and does nothing to improve the quality of care provided.

The *Contract* is a legally-binding promise to these employees made by the County and Armor, and approved by the Court. The employees have decided to honor their commitment to the County and remain in their current positions. They are demanding the County honor its commitment to them.

For those reasons provided above, should the provisions of this agreement keeping the employees in their County status be altered, we would consider legal action on behalf of our bargaining unit members.

Respectfully,

Jeff D. Weber, RN
WFNHP Local 5001 President

Local 5001
Dynacare Laboratories
Milwaukee County
St. Francis Hospital

Local 5011
Sheboygan City
Professionals
Sheboygan County
Health Care Centers
Sheboygan County
Divisions of Public Health &
Community Programs

Local 5012
Memorial Hospital of
Burlington

Local 5024
Dodge County Public
Health & Human Services

Local 5032
Clement J Zablocki Veterans
Administration Medical
Center

Local 5033
Langlade Memorial Hospital

Local 5034
Eagle River Memorial
Hospital

Local 5035
Middle River Health &
Rehabilitation Center

Local 5037
Wood County Health
Department

Local 5038
West Allis Health
Department

Local 5039
Ridgewood Care Center

Local 5040
Cumberland Memorial
Hospital

Local 5061
Brookside Care Center
Kenosha County Division of
Health

Local 5068
Manitowoc County Health
Department

Local 5084
Columbia County
Department of Health &
Human Services

An affiliate of the
American Federation
of Teachers, AFL-CIO

Contract for Inmate Health Services for
Milwaukee County

Exhibit A

The Positions identified below with "ARMOR" to the side are included in the 45.3 FTE noted in Armor's Base Compensation set forth in section 10.1(a).
The remaining positions shall be filled in accordance with section 3.4.

INSERT NEW MATRIX IDENTIFYING COUNTY AND ARMOR EMPLOYEES

Total Hours and FTEs by Position			
POSITION	Hrs/Wk	FTE	
Health Services Administrator	40	1.00	ARMOR
Medical Director	40	1.00	ARMOR
Physician	60	1.50	ARMOR
ARNP	480	12.00	4.1 FTE ARMOR
Director of Nursing	40	1.00	
Assistant Director of Nursing	40	1.00	ARMOR
RN-Quality Assurance	40	1.00	
RN-Infection Control	40	1.00	
RN-Staff Development	80	2.00	
RN-Supervisor	260	6.50	3.5 FTE ARMOR
RN	1,240	31.00	14.2 FTE ARMOR
LPN	1,040	26.00	6.5 FTE ARMOR
CMA	240	6.00	
Unit Clerk	200	5.00	2 FTE ARMOR
Administrative Assistant	80	2.00	2 FTE ARMOR
Medical Records Supervisor	40	1.00	
Medical Records Clerk	360	9.00	
Chief Psychiatrist	40	1.00	
Psychiatrist	60	1.50	
Director of Mental Health Services	40	1.00	ARMOR
Psychologist	40	1.00	
Psychiatric Social Worker	480	12.00	6 FTE ARMOR
Case Management	120	3.00	2 FTE ARMOR
RN-MH	80	2.00	
Dentist	40	1.00	
Dental Assistant	40	1.00	
Total Hours / FTE	5,260	131.50	

Historic Water level of the stretch of Milwaukee River that runs from Estabrook Park through Lincoln Park to Bender Rd. and Kletch Park.

Good evening supervisors,

My name is Tammy Blaeske and I live at 5714 N River Forest Dr. in Glendale.

Proponents of removing the Estabrook dam claim there was never a lake in the stretch of Milwaukee River that runs from Estabrook Park through Lincoln Park and up to Kletch Park, prior to the building of the Estabrook Dam in 1937.

I am here to present evidence that refutes this claim. I have provided some handouts for your review and consideration. (Exhibits 1 professional GIS analysis, 1a & 1b)

Prior to the dam's construction, the Milwaukee River cut an S-shaped course through what is now Lincoln Park and a rock outcropping created a wide natural pool in the river ideal for boating, swimming and fishing. (Exhibit 2, 2a, 2b & 2c -Pre dam photos)

The Estabrook Dam was built as part of a flood control project to preserve the historic water levels that had been established by the natural rock outcropping which was to be removed as part of that project. The Dam was built to preserve the water level and the lake while controlling flooding. (Exhibit 3 - Original Dam proposal)

You see, the removal of the rock outcropping would have caused the water level to drop to such an extent that virtually all recreational use would have been eliminated and the lake would have been destroyed. Milwaukee County therefore created a compact with its citizens that would preserve the water level while providing flood control. Milwaukee County and its citizens made this compact because, despite the promise of flood relief, no one considered reducing the lake to a tepid, shallow stream to be a fair or reasonable tradeoff.

This compact, the decision to replace the natural rock ledge with the Estabrook dam, was a win-win: Flood relief was achieved and the historic water levels were maintained and the lake feature was expanded.

In 1937 Milwaukee County and its people knew then that they had a moral and fiscal obligation to the property owners along the river and the people from surrounding communities who used the river, to preserve the historic water level that allowed for recreational and navigational uses so many people had enjoyed for many years."

Now it's 2014. What do you think will happen to the water level if the dam is removed? As it is now, with the dam not operating and the gates left open for the last 6 + years, the water level has dropped considerably (Exhibit 4). The now exposed riverbed is filling in with invasive plants and trees, and the sediments they collect are forming new islands. Simply put, the river is clogging up. The recreational uses once enjoyed by so many have all but been eliminated.

I urge you to uphold your decision of 2009 and repair the Estabrook dam. It's the most fiscally responsible thing to do and it's the right thing to do.

Thank you.

Exhibit 1

Estabrook Park Water Impoundment Water Elevation memo.

"Based on my analysis using historic maps and comparing contour lines, the water elevation of the Milwaukee River at a Port Washington Road reference point prior to the construction of Estabrook Park Dam is the same as water elevation at that same point at full pond. The dam preserved the historic water elevation of the upstream impoundment prior to construction and channel modification of the historic flood control project of the 1930s."

Based on my analysis using the 1906 Milwaukee Topographic map / Milwaukee Quad (Dept. of Interior, Geological Survey) and comparing to the 1971 Milwaukee Topographic map (US Geological Survey) and using the intersection of south shore of the Milwaukee River with the Port Washington Bridge as a reference point that existed on both maps, it can be determined that the water elevation is the same in 1906 and 1971 at that point in the river. Since that reference point is upstream (1/4 mile) from the escarpment in 1906 and the Estabrook dam in 1971, it can be concluded that the impoundment of water is the same in 1906 and 1971.

Steven Bussian
Geospatial Analyst
St. Louis, MO

Bachelor of Science in Cartography,
UW Madison, 1983
GIS software certification 2010

30 years experience in mapping, aerial photography and GIS.

Memorandum

Date Page

100 3

ESTABLISHED PARK DAM
OWNED BY MILWAUKEE COUNTY
FIELD BOOK #91.

Submitted by E. A. Churchward
July 6, 1945

Benchmarks were checked and elevations taken on June 29,
1945

The dam has been completed since the last survey and the
concrete structure appears to be in excellent condition. Gates number
1, 2, and 7 show considerable signs of water erosion on the downstream
side.

The following elevations are referred to the datum of
benchmarks 2044 and 2045:

Water above dam	36.19 ft.
Water below dam	29.31
Sill of right gate - 10 gates 11.5 ft. by 7.5 ft.	23.83
Top of right gate	36.24
Sill of 6th gate	28.70
Top " "	36.72
Sill of left gate	28.77
Top " "	36.22
crest of spillway left and right section	32.85
crest	32.81
crest of spillway left and right section	32.82
crest	32.83
crest of spillway left and right section	32.84
crest	32.81
crest of spillway right and left section	32.89
crest	32.81

Memorandum

ESTABROOK DAM
OWNED BY MILWAUKEE COMPANY
FIELD BOOK #950

40.8

Submitted by: J.H. Gallistel
May 22, 1961

The following elevations were taken on
May 12, 1961 and are referred to the datum of benchmarks
904-A and 904-B.

Pond level	36.43'	■
Water below dam	29.76'	
Sill of right gate	28.74'	
Top of right gate	36.24'	■
Sill of 6th gate	28.74'	
Top of 5th gate	36.24'	■
Sill of left gate	28.74'	
Top of left gate	36.23'	■

Because of high water no center reading was
taken.

- - - - -

Edith Brock Stark

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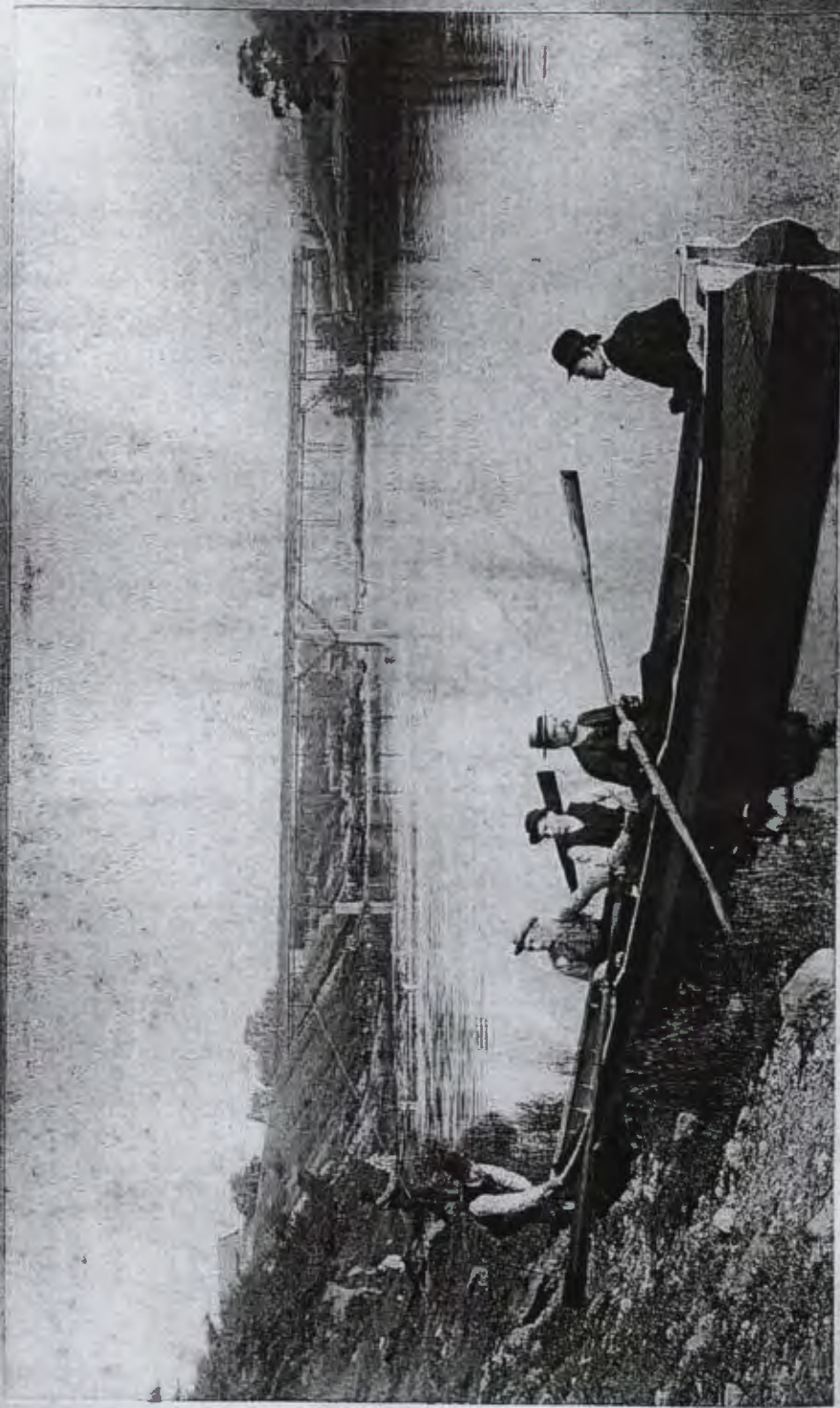
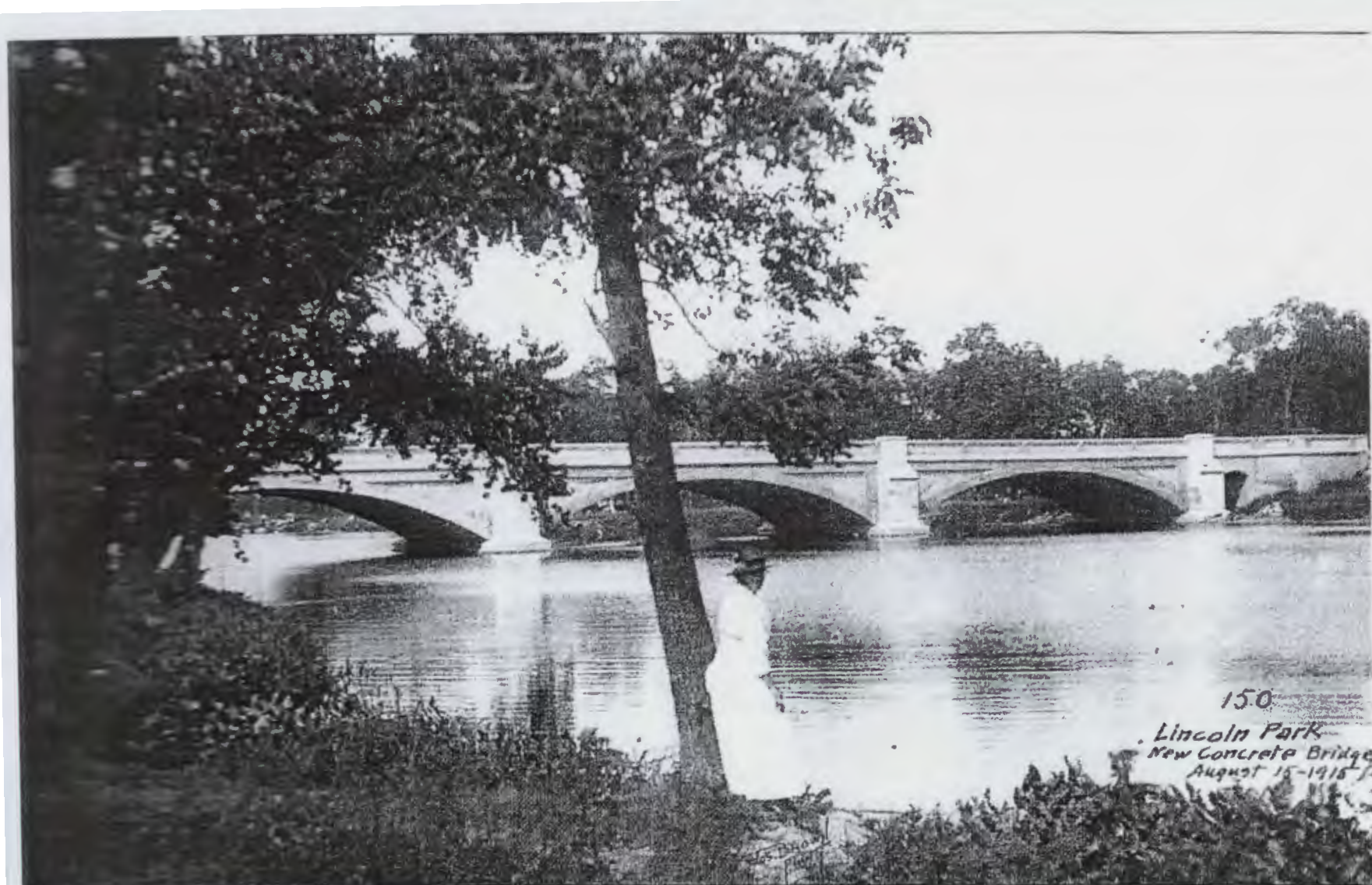


Exhibit 2



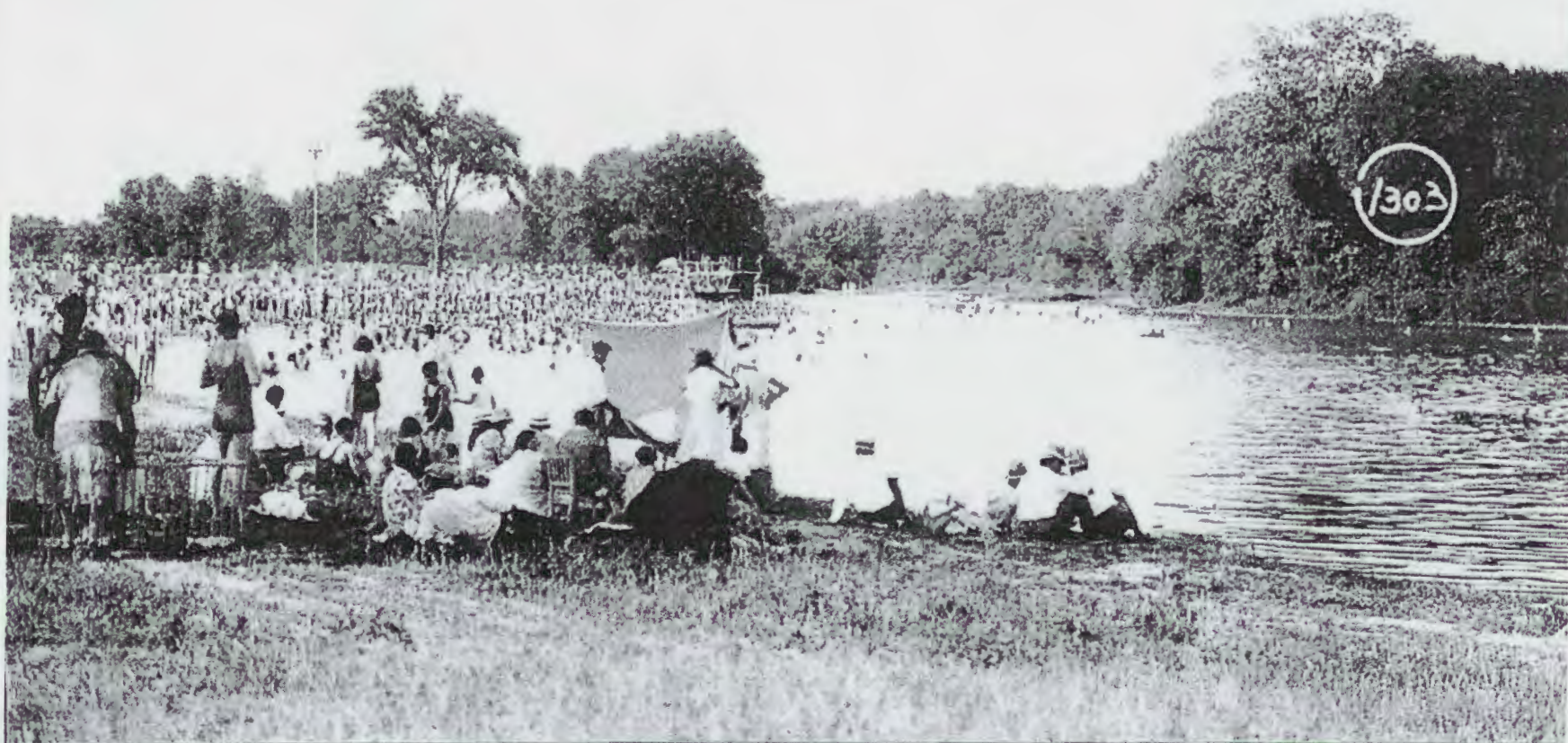
In 1907, the park board was authorized by the common council to advertise for bids for a tract of land containing approximately 150 acres to be used for park purposes and to be situated north of the city. The commissioners were most impressed with an offer of 159 acres known as Indwurm Farm. They felt it was ideally located with Green Bay Road on the west, Hampton Avenue on the north, and Port Washington Road on the east.

Exhibit 2a



These improvements in the park included a roadway leading from Green Bay Road across the Milwaukee River to Port Washington Road. This concrete arch bridge was constructed between 1913 and 1914. Also at this time the name of the park was changed from Lindwurm Park to Lincoln Park.

Exhibit 2 b



In 1919, there were several proposals from individual county board members that indicated that they felt the commission was much too concerned with land acquisition and not progressing quickly enough with the development of public services to satisfy the supervisors' voting constituents. In a resolution introduced in April 1919, Eugene Warnimont pointed out the absence of bathing facilities in county parks. Since the water in the Milwaukee River was warmer than Lake Michigan, the demand to provide additional swimming facilities was significant. Blair Beach (now Kletzsch Park) became a favorite swimming spot.

Exhibit 2C

The recreation division was an important component of the park operations. By 1970, park programs included golf and tennis tournaments; swim meets; senior and youth dances; golf clinics; and archery instruction; basketball, softball, soccer, and football leagues; skate capades; and fishing camps; a fishing rodeo; skating meets; and table tennis tournaments, just to name a few. In the above photograph, tennis star Arthur Ashe is featured at a tennis clinic at Washington Park in 1968. In the photograph below, a bait-casting clinic is held outside the Lincoln Park's main building in June 1963.



Exhibit 2d

ESTABROOK PARK DAM

This dam is being constructed as part of a flood relief project, which has been under way since the fall of 1933, following an intense study of the flow from the area drained by the Milwaukee River, consisting of 640 square miles.

The Milwaukee River has its source about 60 miles northwest of the city of Milwaukee, and enters Lake Michigan at approximately the center of the City. Flood troubles started at the south end of Estabrook Park, and from that point to the Silver Spring Road, a distance of about $3\frac{1}{2}$ miles, were a source of annoyance and damage to the built-up urban area, both within and without the City. From Silver Spring Road north for several miles damage by reason of flood occurred to the colonies of summer residences located along the river banks, and to truck gardens and green houses located on the river flats.

The cause of the trouble north of Capitol Drive was a limestone reef or outcrop about a mile long, over which the river flowed. This outcrop had an elevation of about 36 feet above lake level, and occurred approximately 7 miles upstream from the outlet, so that once the water passed beyond the obstruction there was sufficient fall for its rapid disposal. For a distance of 3 miles upstream from the outcrop there was no fall in the river bed; in fact, successive floods had gouged out the river bottom to such an extent that in this area most of the river bed was well below the top of the outcrop, thereby creating a body of still water as wide as the river and 3 miles long. In this area the river banks are only a few feet above normal water level and at flood stage the water soon rose above the banks. The area flooded was not large, but the damage was large in proportion to the area flooded, due to urban development.

As the result of successive floods, individuals, civic organizations, and delegations from the flooded district repeatedly invoked the aid of the various governmental bodies. Their petitions resulted in an exhaustive study

of the condition.

In the fall of 1933 removal of the rock outcrop was inaugurated as a CWA project, Milwaukee County working on that portion lying east of Port Washington Road bridge and extending thru Estabrook Park. The City worked on the portion west of the bridge and extending through Lincoln Park. Consolidation of City and County parks, effective January 1, 1937, made Lincoln Park a part of the County system. About a year prior to this time, however, the County's portion of the work was taken up by the CCC, which carried it on to completion. The CCC is also carrying on construction of the dam.

Residents of the homes and cottages along the river bank located there with the idea of using the river for swimming, boating, canoeing, and the like, because the river was deep enough for such sports. In Lincoln Park a bathing pavilion and beach have been in use for many years. It was therefore necessary to maintain the normal river level during stages of ordinary flow. Removal of the rock outcrop caused the water to drop to such an extent that all recreational use was eliminated, and construction of a dam was necessary to maintain water at its previous level. The dam had to be designed to take care of flood waters, and to permit the flood relief work that had been done by removal of the rock to become effective.

The dam is located at the point farthest downstream at which it may be constructed without causing damage to adjacent property. This is also the location at which the structure best fits into the landscape. Observation of flood conditions resulted in the conclusion that it would be advisable to construct a dam with gates. It was felt that the gate section was necessary by reason of economy and operation. It was further determined, as a result of these studies, that a wier or crest section should be provided, over which ice could be permitted to pass. In order to present a completed structure of

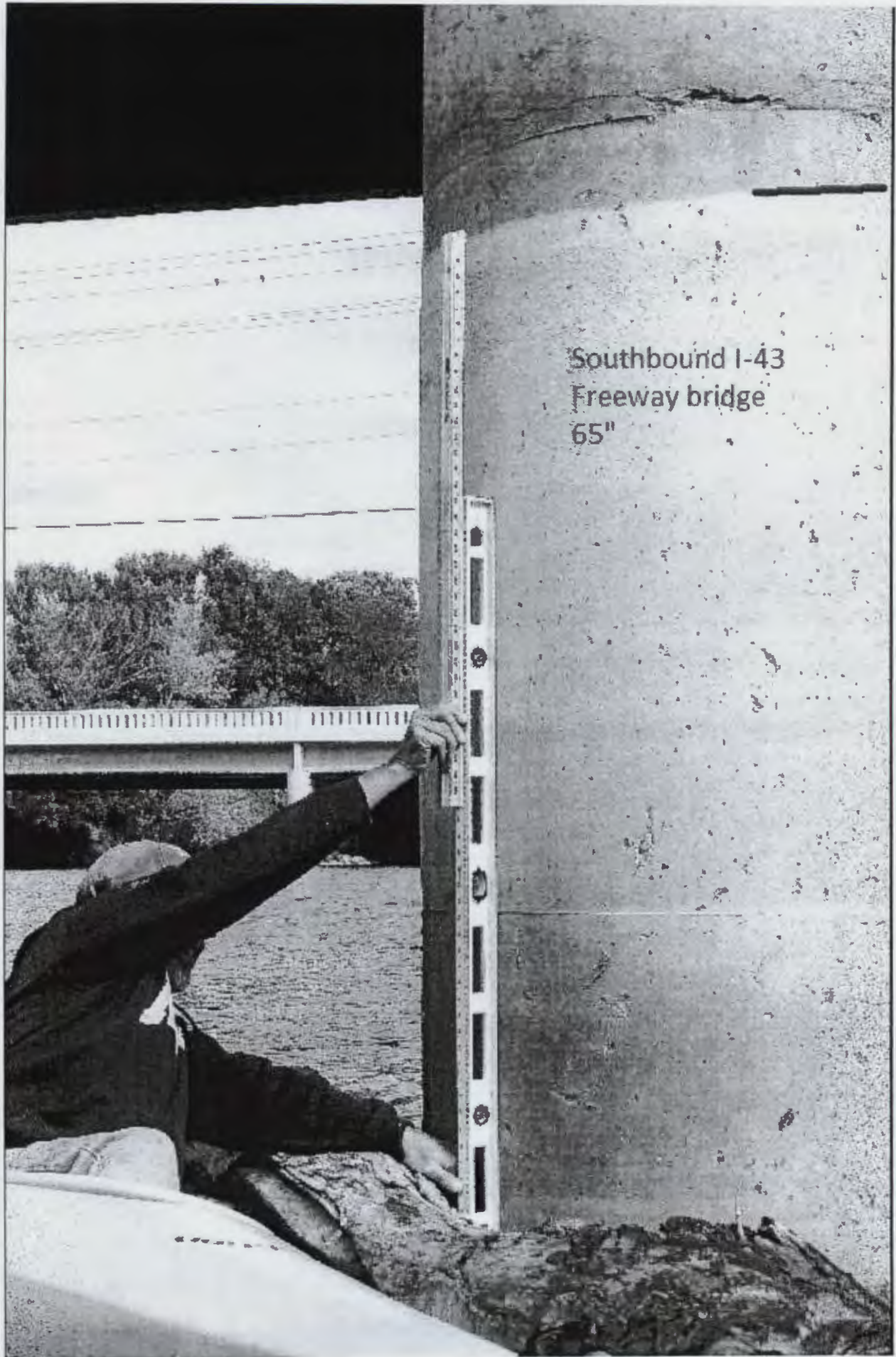
most pleasing appearance, and one that would blend with the landscape to best advantage, the landscape architects for the County suggested that the gate and crest sections of the dam be separated by a small island. The dam has been designed accordingly, with a gate section and a crest or spillway section.

The gate section of the dam is located in a channel 155 feet wide with a 3 to 1 slope on each side. This section is built of reinforced concrete with 10 vertical gates of the sliding type, each 11 feet 6 inches wide. At each end of the gate section there is a 10 foot 4 inch spillway and an abutment containing stairs leading to the operating bridge, which extends across the dam over the gates. In lowered position the gates form a spillway with top elevation of 36.30. It is desired to direct the water over the crest or curved spillway, except for a small amount, which will pass over the 10 foot 4 inch spillway at each end of the gate section.

At the entrance to the 155 foot channel containing the gates, there is to be placed a line of reinforced concrete ice guards 11 feet 6 inches on centers, in order to divert the larger blocks of floating ice away from the gates and direct this ice toward the curved spillway.

On the face of the stone spillway a fish ladder will be constructed, consisting of a series of small pools, each being a slight elevation above the other, so as to permit migratory fish to travel upstream.

Exhibit 4



Milwaukee County Executive, County Board Chairwoman & County Board Supervisors
901 N. 9th Street - Courthouse, Room 306
Milwaukee, WI 53233-1458

Dear Executive Abele, Chairwoman Dimitrijevic and County Supervisors;

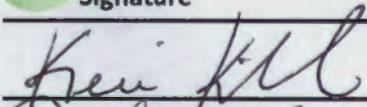
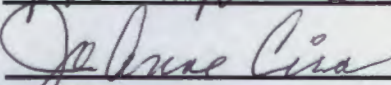
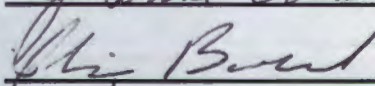
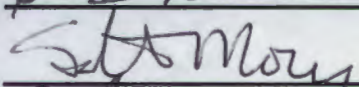
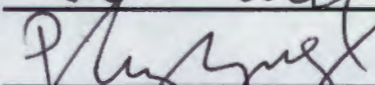
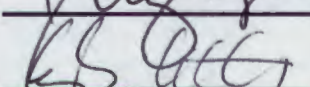
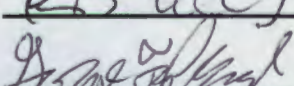
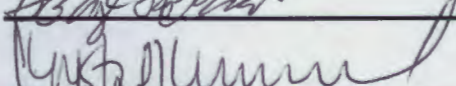
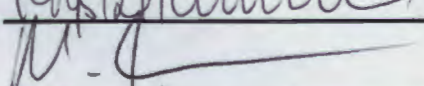
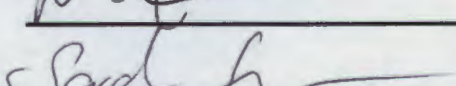
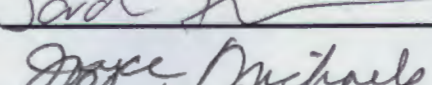
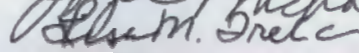
We urge you to expedite repairs to the Estabrook Park Dam!

We are real estate professionals who are experienced and working in Milwaukee County and we are very concerned about the Estabrook Park Dam Repair decision made by the County Board of Supervisors in 2009 that has yet to be implemented. In our expert opinion, the dam and the resultant aesthetics and navigation contribute greatly to the property values of the homes located along the river as well as the entire surrounding neighborhoods. If the dam were removed or if it ceased normal operation, and the water level were drawn down, land values and assessments would be significantly reduced by 20%-40% depending on the property. This reduction in land values would result in lower tax revenue for the City, County and State.

Many of us also signed a similar letter in 2009 and since that time our concerns have proven to be valid. There have been 18 listing in the past two years that have NOT been able to be sold because of the prolonged unknown fear of dam removal. Several listings made multiple price reductions but still could not be sold. Homeowners paid a premium price for a view and use of the Milwaukee River. Removing the dam will rob them, Glendale and Milwaukee County of that value. The Milwaukee River Impoundment includes over 200 homes. These yards are all landscaped based on the historical high water level.

Please help save the Milwaukee River and this Inland Lake as we know it and preserve this unique recreational asset of our parks and communities for future generations to enjoy and cherish. Again, we urge you to Repair the Dam, without further delay. Thank you for your consideration.

Respectfully,

Signature	Company / Firm Name	Date
	SHOREWEST REALTORS	9-23-14
	Shorewest Realtors	9-23-14
	Shorewest Ilissa Boland	9-23-14
	Shorewest	9/23/14
	Peter Bugel's Wisconsin Mortgage Corp	9/23/14
	Shorewest Realtors	9-23-14
	Shorewest Realtors	9/23/14
	Shorewest Realtors	9/23/14
	Shorewest Realtors	9/23/14
	SWR	9/23/14
	SWR	9/23/14
	SWR	9/24/14

Milwaukee County Executive, County Board Chairwoman & County Board Supervisors
901 N. 9th Street - Courthouse, Room 306
Milwaukee, WI 53233-1458

Dear Executive Abele, Chairwoman Dimitrijevic and County Supervisors;

We urge you to expedite repairs to the Estabrook Park Dam!

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Respectfully,

Signature	Company / Firm Name	Date
Anne Schwartz	SWR	9-23-14
Mary Sherrod	SWR	9/23/14
Bob Schneck	SWR	9/23/14
Nora Conley	SWR	9/23/14
May Linu	SWR	9/23/14
Julie Reuter	SWR	9/23/14
David Friedman	SWR	9/23/14
Clifford H. Baker	SHOREWEST REALTORS	9/23/14
Kate Felt	SWR	9/23/14
Patti Rotes	SWR	9-23-14
[Signature]	Shorewest	9/23/14
Debra Zamora	SWR	9/23/14

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Respectfully,

Signature	Company / Firm Name	Date
Karen Catalano	SW Realtors	9-10-14
Caitlin Napier	SW Realtors	9-10-14
Phyllis	SW Realtors	9-10-14
Shirley	SW Realtors	9-10-2014
Jack	SW Realtors	9-10-2014
Sara J. Pedersen	Shorewest Realtors	9-11-2014
Chelsea	Shorewest Realtors	9-11-14
Eugene	Shorewest Realtors	9-12-14
John	Shorewest Realtors	9-12-14
Alfred	CRB	11-3-14

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Respectfully,

Signature	Company / Firm Name	Date
Terence P. Dwyer	Coldwell Banker	9/9/2014
Paige Schmidt	Coldwell Banker	9/9/2014
Cathy Cop	Coldwell Banker	9/9/14
Chater Johnson	Coldwell Banker	Sept 9, 14
Louie Wertmeiner	CBRB	9-9-2014
Larry Weiss	CBRB	9-9-2014
John P. B...	CBRB 71	9-9-2014
Bonnie George	" "	9/9-2014
Allyson...	Coldwell Banker	9/9/2014
Mark #1	CBRB	9/9/14
Holly Swamy	CBRB	9/9/14

(over)

Sandra Kent	Coldwell Banker	9/9/2014
Barbara Hester	Coldwell Banker	9/9/2014
Sarah Kozel	Coldwell Banker	9/9/2014
W. H. H.	Coldwell Banker	9/9/14
Lou W. Bunker	Coldwell Banker	9/9/14
Robert Michigan	Coldwell Banker	9/9/14
July Spota	Coldwell Banker	9/9/14
Margene Friedman	CB	9/9/14

Brett Timmerman	Coldwell Banker	9-9-14
-----------------	-----------------	--------

Ruby Scott	CB	9-9-14
Paula Lead	CB RB	9-9-14
Phyllis Denny	CBR-NS	9-9-14
Norm	CBR-NS	9-9-14
Nick Janasik	CB RB	9-9-14
Way Duss	CB RB	9/9/14

Untitled

Oberlander, Mark

Mon 10/27/2014 12:02 PM

To: Dimitrijevic, Marina <Marina.Dimitrijevic@milwaukeecountywi.gov>; Alexander, Deanna <Deanna.Alexander@milwaukeecountywi.gov>; Borkowski, Mark <Mark.Borkowski@milwaukeecountywi.gov>; Bowen, David <David.Bowen@milwaukeecountywi.gov>; Broderick, Gerry <Gerry.Broderick@milwaukeecountywi.gov>; Cullen, David <David.Cullen@milwaukeecountywi.gov>; Haas, Jason <Jason.Haas@milwaukeecountywi.gov>; Johnson Jr, Willie <Willie.Johnson@milwaukeecountywi.gov>; Jursik, Patricia <Patricia.Jursik@milwaukeecountywi.gov>; Lipscomb, Theodore <Theodore.Lipscomb@milwaukeecountywi.gov>; Mayo Sr, Michael <Michael.Mayo@milwaukeecountywi.gov>; Rainey, Khalif <Khalif.Rainey@milwaukeecountywi.gov>; Romo West, Peggy <Peggy.RomoWest@milwaukeecountywi.gov>; Schmitt, James <James.Schmitt@milwaukeecountywi.gov>; Staskunas, Anthony <Anthony.Staskunas@milwaukeecountywi.gov>; Taylor, Steve <Steve.Taylor@milwaukeecountywi.gov>; Weishan, John <John.Weishan@milwaukeecountywi.gov>;

Cc: Ashworth, Lynn <Lynn.Ashworth@milwaukeecountywi.gov>; Scherf, Nancy <Nancy.Scherf@milwaukeecountywi.gov>; Jones, Lisa <Lisa.Jones@milwaukeecountywi.gov>; Rockett, Janyce <Janyce.Rockett@milwaukeecountywi.gov>; Gollakner, Susan <Susan.Gollakner@milwaukeecountywi.gov>; Harris, Antwaunette <Antwaunette.Harris@milwaukeecountywi.gov>;

Hello County Supervisors,

My name is Mark Oberlander and I work at the House of Correction as a Clerical Assistant II in the Control Center. In my department there are (4) Clerical Asst. II's and in our records department there are (3) Clerical Specialists. In these departments there are (2) vacant positions in the control center for Clerical Asst. II and (1) vacant position in the records department for Clerical Specialist. Apparently our jobs are not in the budget for 2015 at the HOC because they want to replace us with correctional officers to save money.

HOC claims they are saving money by doing this but how can they save money when 1) officers make more than we do and 2) they are staffing two or three officers for each one of us.

These officers are being pulled out of dorms forcing overtime for other officers while still having a shortage of officers to begin with. They are overstaffing and paying two to three officers to be in the control center or records department when they are not needed and could be in a dorm and not forcing other officers to cover overtime.

At first we were told by Captain Kathleen Sullivan that we (Clerical Asst. II's and Clerical Spec.) were to train officers to ASSIST us to try and cut down our overtime with vacations, off days, holidays, etc. in our departments, not REPLACE us. We feel like we were lied to. These positions cannot be learned in a matter of weeks. You cannot replace your loyal and knowledgeable employees who have the years of service, knowledge and expertise it takes to work in these positions. Clerical Specialists Lynn Ashworth and Nancy Scherf combined have a total of 40+ years of experience in the records department that cannot be taught in a matter of weeks. Clerical Assistant II's Lisa Jones, Janyce Rockett, Susan Gollakner and myself have almost 40 years experience combined in the control center.

Not a single one of us can afford to lose our jobs. Myself personally have another reason I cannot afford to lose my job. I am disabled and use a wheelchair to do my job due to two knee surgeries and back surgery. One knee surgery and the back surgery both due to getting injured while working on duty at HOC. The HOC has been very accommodating to my needs concerning my disability. Without this job have nothing. I cannot perform any physical labor, cannot walk up and down stairs and need to catch my breath after walking 30-40 feet. That is about the distance from my car to the front door of HOC. The House of Correction is the perfect job and place for me and would like to finish out my career with HOC to show them how much I appreciate them and thanking them for helping me with my disability.

I like what I do and I like the people I work with. Many of which have become very good friends over the years.

Please help save our jobs.

Respectfully submitted,

Mark A. Oberlander
Clerical Assistant II
House of Correction
8885 S. 68th Street
Franklin, WI 53132
PH 414-427-6000

Milwaukee County Parks' Environmental Analysis is intentionally Misleading

Milwaukee County is obligated to repair Estabrook Dam. Milwaukee County ordered Parks Department to repair the dam in 2011 but Parks never stopped trying to remove it. BLM was their last excuse to not start the job.

- A BLM EA is not required to proceed with repair. Corporate Council informed Parks that BLM doesn't have jurisdiction over the dam.
- The hydraulic analysis ignored significant flood related data.
- 67% of the scoping survey respondents preferred dam repair.
- Costs to Milwaukee County are deliberately confusing
 - The EA claims operation and maintenance would cost \$160K. We checked 6 similar Wisconsin dam contracts and none cost more than \$10,000 per year.
 - Dam repair was the least costly alternative until Parks inflated dam repair by adding an 857K fishway, without County board approval. Fish passage has separate grant funding and should be considered a separate project.
 - Operation costs and present worth, are exaggerated. O&M is already adequately funded from a separate broadcast tower fund.
 - Dam removal could cost the county about \$1.7M in upstream restoration costs and about \$20M in property value claims.
- Estabrook dam operated over 70 years without failure or mishap. Liability concerns should not be an issue.
- The dam has several levels of redundancy for failsafe operation
- Years of water testing data disagree with claims of improved water quality at lowered water levels
- The EA claims property values would have little impact from dam removal. The only study that claims this, also says: "This conclusion should not be extended to large impoundments where fishing, boating and swimming are attractive"
- Milwaukee County is the largest frontage owner with 3 Milwaukee County Parks and a Parkway. The protection the dam provides and recreation provided by the lake benefit thousands of people.

**INTEROFFICE COMMUNICATION
COUNTY OF MILWAUKEE**

DATE: October 14, 2014
TO: Gerry P. Broderick, Chair, Parks, Energy and Environment Committee
FROM: Paul D. Kuglitsch, Assistant Corporation Counsel **PK**
SUBJECT: File No. 14-739, specifically, information concerning the Estabrook Dam

The Committee on Parks, Energy and Environment at its meeting on September 9, 2014, heard testimony concerning the Estabrook Dam *draft* Environmental Assessment and the Department of Parks, Recreation and Culture's likely recommendation to remove the dam. One of the speakers, Attorney Thomas P. Gehl, on behalf of the Milwaukee River Preservation Association, an association comprised primarily of riparian owners in favor of dam reconstruction, raised two issues: (1) that Estabrook Island is owned by Milwaukee County and not the Federal Bureau of Land Management ("BLM"); and (2) that Milwaukee County could be liable to the riparian owners for up to \$21,000,000 in damages for diminution in property value should the dam be removed. I will address both issues in order.

1. Ownership of Estabrook Island. The evidence currently available to us seems to suggest the island was part of the existing shoreline owned by Milwaukee County when the dam was constructed in 1937. Perhaps the most significant proof of this is a County record from 1937 clearly identifying the island as part of the then existing shoreline. See the Milwaukee County Regional Planning Department's "*Estabrook Park Dam Plot Plan; Ice Guard and Spillway Details*" attached as **Exhibit A**. This County record and a 1937 caption for a conceptual drawing of the Estabrook Dam published in the Milwaukee Journal identifying the island as part of the existing shoreline (See **Exhibit B**) certainly give the impression that the island was created from County-owned property. Nonetheless, the BLM continues to assert jurisdiction over the island. In support of its position, the BLM references an 1835 Surveyor General's Office Plat map showing two islands situated in about the same position as the islands are today. See **Exhibit C**. Then, in 1995, after the island was created and the dam built, the BLM resurveyed that portion of the Milwaukee River, again showing two islands. See **Exhibit D**. The BLM, however, appears to ignore any distinction between the two islands depicted in the 1835 and 1995 Plat maps.
2. Riparian Owners' Property Valuations. If the dam was to be removed, the riparian owners can sue the County for any diminution in property value, which they would have the burden of proving. For a number of reasons, it is not at all certain that there would be a significant difference in property values between land on the impounded river vs. land on the free-flowing river.

Cc: All Supervisors
Kelly Bablich
Raisa Kottun
John Dargle

REPAIR IS THE LOW COST SOLUTION

Vicky Ross

Good Evening. My name is Vicky Ross and I live in Glendale. By profession, I have over 30 years of experience in Financial Services. Tonight, I would like to talk about what it would REALLY cost Milwaukee County to REMOVE the Estabrook Dam.

There are lots of good reasons to REPAIR the Dam, it is the right thing to do on many levels, but contrary to what you have been led to believe, it is also the solution with the LOWEST COST to Milwaukee County.

A figure of \$2.5 million has been presented for REPAIR Alternative 1A - but this includes \$857,000 for a new fish passage. That might be a nice feature but it is not part of this project, and not required by the DNR order, so it should be funded separately, and privately, at NO cost to the county. There is also a \$400,000 grant that has been secured and is ready to tap. Based on just these factors, the cost to the County for REPAIR is \$1.2 million and that is based on figures within the current EA. This is a capital improvement project with bonding approved and in place.

Through our own efforts, we obtained a quote just last week from a qualified contractor for a mere \$855,000 to repair the dam. After the grant, County costs would be only \$641,000. How curious that this is just a fraction of the figures that you have been seeing?!?

Dam Operation and maintenance expenses have also been grossly overstated. Based on a dozen other dams across the state of Wisconsin, and a recent outside bid we received, the EA estimate of \$100,000 for daily monitoring should be only \$15,000 and total O&M should cost about \$45,000 per year – well within the \$50,000 annual broadcast tower revenue that is earmarked for Estabrook Dam related expenses.

Now I turn to the grossly UNDERSTATED cost estimates that you have been given for Dam Removal at \$1.7 million. This fails to include many, significant, direct expenses:

- \$800k - \$1.5 million in municipal outflow remediation, based on estimates from the Glendale City Administrator, Dick Maslowski in 2009.

- \$2.2 million for remediation of 52 private sea walls, based on a bid from Northouse Landscaping in 2009.

- \$500k or more in likely stream bank remediation costs just in Lincoln & Estabrook Parks.

- And the biggest nut, likely your greatest worry, Up to \$21 million in liability to riparian property owners, residential & commercial, for adverse impact on their property values.

Dam Removal projects are widely known to deliberately underestimate costs in order to give the appearance of a low cost alternative. Taking just these few additional costs into account where we currently have some hard data, REMOVAL is likely to cost the County between \$6 and \$27 million dollars, CASH – no bonding.

You have a spreadsheet that I have provided with supporting details.

Please do the right thing, REPAIR the Estabrook Dam for about \$1 million or less in bonded financing at some of the lowest interest rates in recorded history. Avoid all the unnecessary millions of costs wasted on years of Remediation, Litigation and Compensation to harmed parties.

Capital Cost Estimates Summary for Alternative 1/1A Dam Repair and Alternative 2 Dam Removal

As prepared by Don Pirrung, AECOM for Milwaukee County Department of Parks, Recreation and Culture
With clarifying corrections by Milwaukee River Preservation Association 11/3/2014

	AECOM / PARKS' Cost Estimates	MILWAUKEE COUNTY Total Funding Required Alternative 1 REPAIR	Comments
ESTIMATED CAPITAL COSTS			
Alternate 1A - Dam Repair / Rehabilitation	\$ 2,518,000		Includes enhanced Fish Passage which was not approved by Milwaukee County Board
(or Alternative 1 - Dam Repair without enhanced Fish Passage)			This action was approved by Milwaukee County Board of Supervisors in 2009
-Less Fish Passage Cost (separate projects)	\$ (857,000)		Should be addressed as a separate project if desired and new/additional funding sources can be secured
-Less Approved Grant for Dam Repair	\$ (400,000)		Grant is approved and ready to be utilized.
-Less Rounding Error/Inconsistency on AECOM Cost Worksheet	\$ (1,000)		\$42 rounded up by \$958
-Less Excessive 20% Estimate for construction Contingencies	\$ (34,000)		Reduced contingency to 10% which is still generous
-Less Excessive 15% Estimate for Engineering Contingencies	\$ (12,000)		Reduced contingency to 5% which is still generous
TOTAL COST TO MILWAUKEE COUNTY FOR REPAIR		\$ 1,214,000	Bonding in excess of \$2,000,000 is approved and ready to be utilized
		\$ 641,000	NOTE: A Recent 10/31/14 estimate from Dakota Intertek Corp. (a qualified contractor) is \$855,000 - County Portion at 75% is only \$641,000.
-Operation and Maintenance Costs	\$ 160,000		
Gate Labor and River Monitoring	\$ 100,000	\$ 15,000	NOTE: A Recent 10/31/14 estimate from Dakota Intertek Corp., a qualified contractor, is \$15,000 which is comparable to costs of this type across several Wisconsin dams.
Debris Removal	\$ 40,000	\$ 20,000	Milwaukee County has never come close to spending \$40k for annual debris removal.
Gate Maintenance	\$ 20,000	\$ 10,000	Milwaukee County has never come close to spending \$10k for annual gate maintenance.
TOTAL COST TO MILWAUKEE COUNTY - OPERATION & MAINTENANCE		\$ 45,000	Annual Costs to Milwaukee County, funded by \$50,000 annual Broadcast Tower Revenue.

This email from The Glendale WI City Administrator indicates a \$800,000.00 negative impact on one single aspect of the upstream remediation if the Estabrook Dam were permanently drawn down.

----- Original Message -----

Subject:RE: FW: Estabrook Park Letter

Date:Wed, 1 Apr 2009 09:54:49 -0500

From:Maslowski, Richard <R.Maslowski@glendale-wi.org>

To:Glen Goebel <ggoebell@wi.rr.com>

Glen ... Based on the information we have in City Hall, there are 46 storm sewer outfalls which drain into the Milwaukee River, from the Estabrook Dam , north to Good Hope Road. Of the 46, the City of Glendale either owns or has partial responsibility for 21 of the outfalls. Depending on the actual impact of the drawdown, the costs to repair or adjust would vary depending on the condition of each outfall. The number of outfalls south of Bender Road, is 39, of which the City has responsibility for 17. Glendale engineers have estimated it may cost Glendale \$800,000 to repair or adjust it's outfalls.

The estimated number of acres from the dam north to Bender Road is 124, depending on how it's measured.

Hopefully this answers your questions.

Dick

Northouse Landscape Company Inc.

3550 W. Elm St.

Milwaukee, WI 53209

Office: 414-228-1000

Fax: 414-228-1001

www.northouse.com

Landscape Proposal

March 17, 2009

Submitted To: **Mr. Rodger Northouse**
Northouse, Rodger Residence
726 W. Rock Place
Glendale, WI 53209

Project: **Milwaukee River 2009 - Riparian Rights**
726 W. Rock Place
Glendale, WI 53209
414-406-7168
Project #: **003962**

Scope

There are two distinct objectives listed within the purpose section of the Wisconsin Flood Plain Management Program, NR116:

- 1.) Protect human life and health
- 2.) Minimize property damages and economic loss.

Removing the dam is simply not congruent with these objectives, for it will increase the danger to human life and increase property damages and economic loss from the standpoints of the following issues:

- 1.) Elevation Changes - Existing elevations will become dangerous and drastic.
- 2.) Erosion Control - Unvegetated areas will face erosion and need to be protected.
- 3.) Unusable Amenities - Piers and boat houses will need to be changed so that they are useable.

The following preliminary proposal will address the impact and the costs associated with the removal of the dam that will be necessary

Elevation Changes - Staircase

This first section is in the name of Protecting Human Life, as it addresses the issues of Elevation Change.

PROTECTING HUMAN LIFE - Install a staircase to safely descend the (averaged) 4' drop from existing sea wall to the river bank.

Description

Quantity Unit

SITE PREPARATION

Excavate 42" deep x 18" wide for Concrete Stairs - by Hand - difficult
Remove Spoils with buckets - difficult
Install Base - 4" of 3/4" TB, compact - by Hand - difficult

42.00 Linear Feet
6.00 Hours
55.00 Square Feet

INSTALL CONCRETE

Install Forms for Stairs - 18" run - 6" rise finished
Construct Concrete Troth
Pour Concrete Stairs
Additional Wheel Barreling
Concrete Truck - Extra Time

60.00 Linear Feet
40.00 Linear Feet
42.00 Linear Feet
1.25 Hours
1.00 Hours

TRUCKING

* Trucking (vendor) - DELIVERY - ** CONCRETE **
* Trucking (vendor) - DELIVERY - ** CONCRETE ** - Extra Time
* Trucking (1½ ton) - PICK UP - ** SPOILS **
* Hardscape Travel - (3 men)
* Hardscape - Dispatch, Load & Unload - (3 men)

1.00 Each
0.75 Hours
4.00 Hours
3.00 Hours
2.50 Days on Job

subtotal \$5,883.91

tax \$0.00

Group Total \$5,883.91

Elevation Changes - Fence & Plantings

The second section is also in the name of Protecting Human Life, as it addresses the issues of Elevation Change.

PROTECTING HUMAN LIFE - Install a fence and plant barrier in order to protect people from falling from dangerous elevation changes.

Description

Quantity Unit

FENCING

Install Fence - END POST 8' - (pressure treated) - (Concrete)
Install Fence - Privacy PANEL 4' - (pressure treated) - (Concrete)
Additional Time to Move Materials Down Slopes

2.00 Posts
7.00 4'x 8' Sections
3.00 Hours

PLANTING

Remove Sod - with sod cutter - (>20 sq. yds)
Redosier Dogwood Shrub 2-3'
Install Mulch - Oak
Additional Time to Move Materials Down Slopes

30.00 Square Yards
15.00 Cont. # 5
2.75 Cubic Yards
3.00 Hours

TRUCKING

* Trucking (vendor) - DELIVERY - ** LUMBER **
* Trucking (1½ ton) - PICK UP - ** PLANTS **
* Hardscape Travel - (3 men)
* Hardscape - Dispatch, Load & Unload - (3 men)

1.00 Each
2.00 Hours
2.00 Hours
3.00 Days on Job

subtotal \$4,163.45

tax \$233.15

Group Total \$4,396.60

Errrosion Control - Rip Rap

The third section is in the name of Minimizing Property Damage, as it addresses the issue of Erosion Control.

MINIMIZING PROPERTY DAMAGE - Install rip rap in order to protect the river bank from erosion.

Description

Quantity Unit

PREPARATION

Grade Area - by Hand
Build Chute for Rip Rap

6.00 Hours
4.00 Hours

INSTALLATION

Install Rip Rap - by Hand
Rip Rap (12-24")
Rip Rap (3-8" chinking)

250.00 Hours
29.00 Cubic Yards
11.00 Cubic Yards

TRUCKING AND TRAVEL

* Trucking (vendor) - DELIVERY - ** AGGREGATE **
* Hardscape Travel - (3 men)
* Hardscape - Dispatch, Load & Unload - (3 men)

10.00 Each
15.00 Hours
17.00 Days on Job

subtotal \$26,219.77

tax \$0.00

Group Total \$26,219.77

Unusable Amenities - Adjustments

The last section is in the name of Minimizing Economic Loss, as it addresses Unusable Amenities.

MINIMIZING ECONOMIC LOSS - Address unusable boat houses and piers in some fashion to minimize economic loss.

Description

Adjust Amenities (as necessary)
Materials and Disposal

Quantity Unit
50.00 Hours
2,000.00 Dollars

subtotal \$5,918.00

tax \$0.00

Group Total \$5,918.00

subtotal \$42,185.13

tax \$233.15

Grand Total \$42,418.28

Terms & Conditions

*** The limited accessibility to the river from these home sites requires the proposed work to be executed by hand, greatly raising the costs.

Conclusion: There are 52 sea walls that will have the need for the services listed above. Given the details of this proposal, the total cost involved to meet the two distinct objectives of the NR116 would be \$2,205,000.

By: _____

Northouse Landscape Company Inc.

Date

Project Number: 003962

Accepted: _____

Mr. Rodger Northouse

Date

Project Name: Milwaukee River 2009 - Riparian Rights

HEEDLESS SALE OF O'DONNELL PARK
IS A HOSTILE CORPORATE TAKEOVER
OF THE PUBLIC'S INTEREST

Milwaukee County Executive Chris Abele and others want to convince us that selling O'Donnell Park to The Northwestern Mutual Life Insurance Company makes sense economically. This is wrong-headed. Publicly owned parks are known to *improve* local economies. This lucrative 9.3-acre lakefront park should remain in the public domain, as it has been for 146 years. Downtown is rebounding. O'Donnell will soon be accessible to even more citizens who live, work and visit in the area. Parks raise the value of surrounding properties, thus adding to our property tax base.

O'Donnell Park annually nets \$1.3 million from its leased museum, restaurant and parking fees. That money helps fund the other county parks' urgent maintenance needs. There is absolutely no sound economic reason to forever bargain away this desperately needed income stream. Future downtown parking demand will surely rise with all the ongoing building construction. Actuaries and bean counters at NML have done the math: the ideally situated, multi-purpose O'Donnell Park is, OBVIOUSLY, a goldmine. Now, logically, it's time for the Milwaukee County Board to realize the same and hold tight this asset.

Milwaukee and NML have been good together for generations. But to love TOO MUCH leads to trouble. The City of Milwaukee recently generously granted NML \$73 million in Tax Incremental Financing (TIF) credits for their new headquarters. Should, honestly, this Fortune 500 company now be further entitled to take over a precious jewel worth upwards of \$75 million for the laughable price of \$12.7 million? (Based on the recent purchase by the Irgens firm of a property near O'Donnell Park, the land alone has a value between \$30 and \$40 million. In addition, citizens invested \$36 million to build the facility just 22 years ago.) All in all, this is a ridiculous, losing deal for taxpayers.

Proud towns do not sell their parks. Would Chicago EVER sell Millennium Park (also built atop a parking structure) at ANY Price? Those involved in this public-private put-up-job must come to their senses. As Milwaukee's "money-talks" tableau loudly plays out, NML's rich reputation as "the quiet company" will, unfortunately, be lost in a litigious, scandalous clamor. And, keep in mind, voters will speak. The past clashing of a Milwaukee County Parks' issue with another arrogant, overreaching County Executive dramatically altered our political landscape. Ironically, the result was an ignominious defeat for Bill O'Donnell—and controversy to this very day, all in his name.

Corporate and political functionaries have distorted and schemed to fool the public. But it has not worked. Park privatizing is no "improvement" of the Public Interest. Worse yet is a pennies-on-the-dollar misdeal.

Win-Win: NML—you're an insurance firm, not park managers. For goodness' sake, drop this misguided, historically bad take-over plan; save face and make a public-spirited, specific contribution from your foundation to improve O'Donnell Park; negotiate a parking lease for NML employees.

Win-Win: Milwaukee County Board—do what's right. Vote "NO!" Protect and preserve the Public's Interest. Selling this park would be a disgraceful dereliction of duty. Instead, lease parking space to NML.

November 3, 2014

FOR IMMEDIATE RELEASE

CONCERNED MILWAUKEEANS URGE COUNTY BOARD TO PRESERVE THE PUBLIC'S STAKE IN O'DONNELL PARK

We, the undersigned, oppose the sale of O'Donnell Park to Northwestern Mutual Life, or to any corporation or private individual. By definition, parks are held in trust for the public interest. If this proposed deal closes, Milwaukee County citizens and visitors will lose all rights to this land legacy, not just the structures on it. The public will have no inherent say in decisions regarding the park's continued operations or its future designed use.

Regardless of any promises the proposed buyer has made regarding "public access" and concessions to zoning and such, private owners can do what they want with their land, within variable land-use parameters. Yes, many businesses choose to let the public "enjoy" their private properties to some extent. However, the only way that the public can retain any stake in the future of O'Donnell Park is if **the public holds ownership of the land**, as required in long-standing deed restrictions. Public officials, as well as all citizens, are duty-bound stewards who must honor these exacting covenants, just as executors of an estate must honor its bequests in perpetuity.

O'Donnell Park has been unfairly, and repeatedly, portrayed as a bleak garage with no intrinsic value. This 9.3-acre lakefront overlook did not become a park by accident. It was set aside for the common good by far-sighted leaders beginning in 1868. The short-sighted sale of this multi-purpose park will deprive taxpayers of more than just the current amenities and views O'Donnell provides and the substantial revenue it produces. **It will also rob the public of any future possibilities that visionary civic leaders and philanthropists may have for re-imagining this priceless public land.** For example, downtown Chicago's dazzling Millennium Park (also built above a parking structure) would never have happened if the land on which it was built had not already been publicly owned. Public projects that are supplemented by private contributions first require a vested public interest.

If this unprecedented sale is executed, how will citizens ever stave off other schemes to privatize county or city parks?

We urge the Milwaukee County Board of Supervisors to reject this ill-advised sale. Whenever corporations across the U.S. want to help "improve" public parks, they make designated donations for that purpose. Parks drive economic development and eco-tourism, and increase property values, so supporting them makes fiscal sense to businesses and individuals. Lease arrangements can be used effectively to ensure that public assets continue to be managed for the public good. This unnecessary sale of park land is simply an abdication of the public trust.

We Milwaukeeans, of all ages, take pride in our magnificent lakefront "emerald necklace." We cannot afford to chip away at this legacy through the arbitrary sale of our most valuable gem, the very downtown gateway to our city's treasured lakefront.

Signors

Philip Blank, President, Public Enterprise Committee

Diane Buck, Community Activist and Art Educator

Tony Busalacchi, Past President, Milwaukee School Board; Past President, City of Milwaukee Art Commission; Former Cultural History Educator

Vincent Goldstein, MPS Social Studies Teacher

James Goulee, Former Regional Parks Manager, Milwaukee County Parks

Henry Hamilton III, Esq., Member, Lakefront Development Advisory Commission; Member, Milwaukee County Parks Advisory Commission

William Lynch, Esq., Chairman, Lakefront Development Advisory Commission

Linda Nelson Keane, AIA, Professor of Architecture & Environmental Design, Art Institute of Chicago; Placemaking Board, National Project for Public Spaces

Mark Keane, Architect and Principal, Studio 1032; Professor of Architecture; University of Wisconsin-Milwaukee

William F. Kean, Professor Emeritus, Geosciences; University of Wisconsin-Milwaukee

Cheryl Nenn, Environmentalist

Keith Schmitz, Founding Member and Steering Committee Member; Grassroots North Shore

Peggy Schulz, Writer, Third-generation Milwaukeean; Supporter of Public Infrastructure

Walter Wilson, Fellow of the American Institute of Architects; Retired Principal Architect, Milwaukee County

Anita Zeidler, Ph.D., Urban Education



Public Policy Forum

Impartial research. Informed debate.

Public Hearing Statement

2015 Milwaukee County Budget By the Public Policy Forum

Rob Henken, President
November 3, 2014

Good evening. My name is Rob Henken, and I am President of the Public Policy Forum, a nonpartisan, nonprofit organization established in 1913 to enhance the effectiveness of government through objective research of public policy issues.

Hopefully, each of you has had a chance to review the Forum's analysis of the 2015 Recommended Budget. In that analysis, we note similarities between the County Executive's approach to attacking the County's structural deficit and the "3 R" fiscal sustainability strategy established by the City of Milwaukee, which stands for "resizing, restructuring, and reinvestment."

In the recommended budget, we saw resizing reflected by the reduction of 263 positions, made possible primarily by the outsourcing of Courthouse security, mental health community service programs, and Zoo concessions. The budget also included several restructuring initiatives, including the sale or demolition of physical assets and new service-sharing arrangements with municipal governments.

We also noted that reinvestment – particularly with regard to infrastructure – received less prominence in the recommended budget, which was attributed in part to the increased size of the 2015 budget gap. This was of concern to us given the size of the County's infrastructure repair backlog.

As we view the amendments adopted by the Finance, Audit, and Personnel Committee thus far, we see a much different emphasis in terms of the three R's. The Committee has rejected several of the major resizing and restructuring initiatives in the recommended budget, while it has focused more heavily on reinvestment in infrastructure, transit, and the County's workforce.

This approach also raises a few concerns.

First, while the details of each of the major resizing and restructuring initiatives in the recommended budget deserved scrutiny, we do not see how the County can hope to achieve structural balance over the long term *without* continuing to shrink its inventory of physical assets and the size of its workforce.

Alternative service delivery strategies that involve either outsourcing or service sharing with other governments **must** be on the table, as must decisions to liquidate underutilized assets. Yet, the Committee has rejected most of the County Executive's proposals in these two areas without offering alternatives of its own.

Second, while we commend the Committee for its commitment to addressing the County's infrastructure and transit needs, the lack of a long-term plan in both areas is troublesome.

It's hard to tell, for example, whether the \$10 million added for parks infrastructure is too much or too little. Ideally, decisions like this would be based on a realistic five-year capital plan for all of county government that matched needs with a strategic assessment of the County's capacity to borrow and the impacts of different debt service scenarios on operating budget challenges.

A similar case can be made for transit. The suburban bus service added by the Committee is badly needed and consistent with a transit report released by the Forum last December. Unfortunately, while affordable next year, it is still unclear whether such service – as well as new express and Zoo Interchange mitigation routes – will be sustainable in the long run given the transit system's continued reliance on three-year CMAQ grants and its continued structural budget hole.

Overall, it would have been nice to see better balance among the 3 R's in both the recommended budget and the budget before us today, and it would be even nicer to see the two branches work in concert to develop a balanced approach for the 2016 budget. In the meantime, we do commend both branches for the continued improvement we see in the County's financial outlook.

Thank you for the opportunity to testify.

Contract for Inmate Health Services for
Milwaukee County

THIS HEALTH SERVICES AGREEMENT ("Agreement") between Milwaukee County (hereinafter referred to as the "County"), and Armor Correctional Health Services, Inc., a Florida corporation, (hereinafter referred to as "Armor" or "Contractor"), is dated for reference purposes as of the 11 day of May 2013. Services under this Agreement shall commence on the 11 day of May 2013.

WITNESSETH

WHEREAS, pursuant to the Order of the Milwaukee County Circuit Court in the case of Christensen v. Milwaukee County et al., the County is required to enter into this contract to obtain reasonably necessary health care (including medical, dental and mental health services) for detainees and inmates in the physical care, custody and control of the Sheriff at Milwaukee County Jail (hereinafter "Jail") and of the Superintendent at the Milwaukee County House of Correction (hereinafter "HOC"), collectively herein known as the "Facilities"; and

WHEREAS, the Sheriff has responsibility to provide medical care for Inmates in his physical care, custody and control at the Jail and the Superintendent has responsibility to provide medical care for Inmates in his physical care, custody and control at the HOC; and

WHEREAS, references in this Agreement to "Sheriff" or "Superintendent" are understood to constitute a reference to each individual in their responsibility for the provision of medical care to Inmates in the respective Facility identified previously; and

WHEREAS, Armor is in the business of providing correctional health care services and agrees to provide such services for the County under the terms and conditions of this Agreement relative to detainees and inmates in the physical care, custody and control of the Sheriff and Superintendent and housed at the Facilities.

NOW, THEREFORE, in consideration of the premises and the covenants and promises hereinafter made, the parties hereto agree as follows:

ARTICLE I: HEALTH CARE SERVICES

1.1. General Engagement; Appointment. The County hereby engages and appoints Armor to manage the delivery of reasonably necessary health care, including medical, dental and mental health services, to an individual once cleared for admittance by medical and physically booked into one of the Facilities for housing (such individuals being hereinafter referred to in this Agreement as "Inmate," singular or "Inmates," plural), which excludes individuals not housed at the Facilities. Armor accepts such appointment to perform such services in accordance with the terms and conditions of this Agreement. Armor will provide preliminary screening and assessing of an individual's medical condition at the time the individual is being presented for booking into the Facilities, even prior to the completion of the booking process, to determine whether the individual's physical condition is reasonably able to be accommodated within the Facility. An individual shall be medically cleared for booking into the Facilities when medically stabilized

Contract for Inmate Health Services for
Milwaukee County

and the individual's medical condition no longer requires immediate emergency medical care or outside hospitalization so that the individual can be reasonably housed in the Facilities.

1.2. Scope of General Services. The responsibility of Armor for providing health care commences once an individual becomes an Inmate, as defined in Section 1.1 above. Armor has no responsibility and shall not be liable for any health care or costs associated with any individual prior to becoming an Inmate. While Armor has no financial obligation for individuals booked offsite, if the Sheriff notifies a duly appointed member of the on-site Armor staff of any booking performed outside the Facilities, Armor will use reasonable efforts to manage offsite care and reduce offsite costs by providing utilization management for those individuals booked offsite and receiving inpatient care prior to becoming an Inmate.

While an Inmate, Armor shall provide or arrange for on a regular basis, all professional medical, dental, mental health, and related health care and administrative services for each Inmate, including, as Inmate movement allows: a comprehensive health evaluation of each Inmate following booking into the Facilities in accordance with NCCHC Standards, booking/intake health screenings, regularly scheduled sick call, nursing care, general physician and dentist visits, hospitalization, medical specialty services as outlined below, emergency medical care, emergency ambulance services when medically necessary, medical records management, pharmacy services, including HIV medications, medical clearances for intra and inter-agency transfers, food handling and work clearances, continuing care of identified health problems, detoxification, discharge planning, health education and training services, a quality assurance program, administrative support services, and other services, all as more specifically described herein.

1.3. Specialty Services. In addition to providing the general services described above, Armor will obtain for Inmates housed at the Facilities special medical services including basic radiology services and laboratory services. Armor will also evaluate the need for and feasibility of providing select onsite specialty services (e.g., Orthopedics) to reduce offsite transports. Specialty services Armor determines to be feasible will be provided onsite. When non-emergency specialty care is required and not provided onsite, Armor will make appropriate off-site arrangements for the rendering of such care, and shall coordinate with the Sheriff for Inmates in the physical care, custody and control of the Sheriff in the Jail and with the Superintendent for Inmates in the physical care, custody and control of the Superintendent in the HOC to provide non-emergency transportation of an Inmate to and from offsite care.

1.4. Emergency Services. Armor shall provide emergency medical care, as medically necessary, to Inmates through arrangements to be determined by Armor with local hospitals. Armor shall provide for qualified emergency ambulance transportation services when medically necessary in connection with off-site emergency medical treatment. Additionally, Armor shall provide emergency first aid to correctional staff and visitors to Inmates at the Facilities upon request of the Sheriff or Superintendent or their employees or agents, except when doing so would jeopardize Armor's care to an Inmate. Armor shall not be responsible for payment of emergency and follow-up services and transportation provided to correctional staff or visitors in the event of an emergency.

Contract for Inmate Health Services for
Milwaukee County

1.5. Limitations on Medical Services. Armor will arrange for the admission of any Inmate who, in the opinion of the Armor Medical Director, requires hospitalization. Subject to the limits set forth herein, Armor will be responsible for all Inmate costs associated with hospitalization, off-site and on-site specialty services, inclusive of diagnostic procedures, and emergency transportation services incurred subsequent to becoming an Inmate.

(a) *"Hospitalization"* refers to those services, which will be rendered in a hospital or medical center. Such services include but are not limited to inpatient hospitalization, physician fees associated with inpatient and/or outpatient care, ambulatory surgery, emergency ambulatory care, diagnostic and therapeutic radiology, pharmacy, laboratory and pathological capabilities, and physical therapy capabilities. Armor will pursue preferred provider contracts/discount agreements with local hospitals to meet the needs of the Sheriff's inmate health care program at the Jail and the Superintendent's inmate health care program at the HOC.

(b) *"Offsite and specialty medical care"* refers to those services rendered by a medical provider outside the Facilities or by a licensed independent (non-Armor employee) medical specialist coming onsite to provide specialty services.

(c) For each twelve (12) month period of the Agreement, Armor's total financial liability for costs associated with health care for Inmates relating to hospitalization, emergency transportation, off-site and specialty medical care (as defined above) will be capped as follows:

(1) Armor's total liability for hospitalization, emergency transportation, off-site and specialty medical costs will be capped at \$800,000.00 for each twelve (12) month contract period under this Agreement.

(2) Any hospitalization, emergency transportation, off-site and specialty medical care costs in excess of \$800,000.00 during any twelve (12) month contract period shall be managed and paid by Armor, but shall be promptly reimbursed to Armor by County, as set forth below.

(3) Should the total hospitalization, emergency transportation, and off-site and specialty medical care costs for any twelve (12) month contract period fall below \$800,000.00 after a full reconciliation, Armor will credit 100% of the difference back to the County.

(d) *Aggregate Reconciliation* - Following the completion of each 12 month contract period (running from the date Armor commences provision of healthcare services at the Facilities), Armor shall submit documentation showing the amount Armor has paid for hospitalization, emergency transportation, and off-site and specialty medical care during the past 12 month contract period. Any amount under or over the \$800,000.00 shall be invoiced/credited as set forth below. Armor will provide supporting documentation along with an invoice/credit. Because Armor can't always control when third party providers bill for services, once this initial documentation has been provided, Armor shall thereafter submit quarterly additional documentation showing any additional amounts paid for the ended 12 month period, along with an invoice/credit to be paid/credited as set forth below. If under the cap, Armor shall credit the County on the

Contract for Inmate Health Services for
Milwaukee County

next monthly invoice (if the contract is still active), or submit a check to the County for the amount below the cap. If over the cap, the County shall reimburse Armor for this excess amount within 45 days of receipt of invoice. Armor will provide to the County any requested supporting cost information in Armor's possession.

(e) In the event this Agreement is terminated early, this \$800,000.00 annual aggregate cap will be prorated.

1.6. Exceptions to Treatment. Armor shall not be financially responsible for the cost of any health care services provided to any individual prior to becoming an Inmate as defined in Section 1.1, above.

(a) Armor shall not be financially responsible for significant increased costs associated with changes in Inmate movement, facility layout, changes in applicable standards in the delivery of healthcare (e.g., NCCHC, ...), court orders, increased wage rates due to labor strikes, walk out, sit in or the like, directives of court monitors, changes in treatment standards which are not FDA approved at the start date of this Agreement or are not part of Armor's written medical protocols. Should any new diagnostic test be mandated and approved in relation to community health care standards for treatment and/or required by Armor's Medical Director as necessary for the treatment of Inmates housed at the Facilities, and the cost of such treatment, in total aggregate, would exceed 1% of the annual base compensation for the then current twelve (12) month period under the term of this Agreement, then the County and Armor shall negotiate for additional compensation due Armor for all actual expenses incurred from newly mandated changes in treatment standards.

(b) Armor shall provide prenatal, delivery and postpartum health care services to pregnant Inmates, but health care services provided to an infant following birth will not be the responsibility of Armor. Armor shall not be responsible for the costs of or furnishing of any abortions, unless medically necessary.

(c) To comply with NCCHC standards, Armor will not be responsible for any medical testing or obtaining samples, which are forensic in nature.

1.7. Inmates Outside the Facilities. Health care services are only for Inmates. Inmates on any sort of temporary release (authorized or unauthorized) from the Facilities, including, but not limited to, Inmates temporarily released for the purpose of attending funerals or other family emergencies, Inmates on escape status, Inmates on pass, parole or supervised custody who do not sleep in the Facilities at night, will not be included in the daily population count, and will not be the financial responsibility of Armor with respect to any claim, liability, cost or expense for the payment or furnishing of health care services required while not in the Facilities. Armor is responsible to provide reasonably necessary care to Inmates while in the Facilities, but the cost of medical services provided to Inmates who become ill or are injured while on temporary release will not be the financial responsibility of Armor after their return to the Facilities. This relates solely to the costs associated with the particular illness or injury incurred while on such

Contract for Inmate Health Services for
Milwaukee County

temporary release. The cost of medical services for other illnesses and injuries will be the responsibility of Armor.

(a) Inmates from the Facilities transferred to the custody of other police or other penal jurisdictions are likewise excluded from the population count and are not the responsibility of Armor for the furnishing or payment of health care services.

1.8. Elective Medical Care. Armor will not be responsible for providing elective medical care to Inmates. For purposes of this Agreement, "elective medical care" means medical care, which, if not provided, would not, in the opinion of Armor's Medical Director, cause the Inmate's health to deteriorate or cause definite harm to the Inmate's well-being. Such decisions concerning medical care shall be consistent with applicable laws and general NCCHC standards. In the event of a dispute between Armor's Medical Director and the Sheriff or Superintendent regarding elective medical care, Armor will state in writing to the Sheriff or Superintendent reasons why the medical care is being denied. If the Sheriff or Superintendent determines that the medical care being sought or recommended is medically necessary rather than elective medical care, the determination of the Sheriff or the Superintendent shall be final and binding on Armor, and the Sheriff or Superintendent shall pay for the costs of such care and release and indemnify Armor from and against any claims arising from or relating to the Sheriff's or Superintendent's determination. Any referral of Inmates for elective medical care shall be reviewed and approved by the Sheriff or Superintendent prior to the provision of such services.

1.9. Transportation Services. To the extent any Inmate requires off-site non-emergency health care treatment for which Armor is obligated to provide under this Agreement, the Sheriff or Superintendent shall provide such transportation as reasonably available. When medically necessary, Armor shall arrange all emergency ambulance transportation of Inmates in accordance with this Agreement.

1.10. HIV and Other Illnesses; Testing. Armor will administer Inmate testing in accordance with NCCHC standards and as otherwise deemed medically necessary by Armor's Medical Director.

1.11. Pharmacy. Armor shall provide pharmacy services management, including providing and administering medicines, including prescribed drugs to the Inmates. Armor shall use best efforts to utilize the current formulary schedule to dispense pharmaceuticals to Inmates within a reasonable time period, not to exceed 24 hours from the time the prescription or order was written to start. Armor shall pay the cost for all pharmacy, subject to the total annual pharmacy limit set forth below.

Contract for Inmate Health Services for
Milwaukee County

Armor's total liability for pharmacy costs will be limited to \$990,000.00 for each twelve (12) month period under this Agreement. Should the total pharmacy cost exceed \$990,000.00, the County shall reimburse Armor the excess. Should the total pharmacy cost be less than \$990,000.00, Armor shall credit the County the difference. Following the end of the 12 month period, Armor shall submit an invoice showing actual pharmacy paid by Armor. Any credit to the County shall be reflected on an Armor invoice within 30 days, and any excess shall be reimbursed by the County to Armor within 45 days of receipt of invoice receipt.

The formulary schedule will be reviewed on an annual basis.

ARTICLE II: MENTAL HEALTH SERVICES

2.01. Continuation of Care. Armor will use reasonable effort to facilitate continuation of care and facilitate placement in the community upon release for inmates with diagnosed mental health issues, when security provides reasonable advance notice of release.

ARTICLE III: PERSONNEL

3.1. Staffing. Armor shall provide select medical, dental, mental health, technical and support personnel for the rendering of health care services to Inmates at the Facilities as described in this Agreement. The chart attached as Exhibit A includes the agreed-upon staffing matrix showing overall staffing and the staffing Armor will use to provide the health care and support services required by the Facilities for an average daily inmate population of 2500 Inmates.

- (a) The County of Milwaukee (County) shall provide those positions indicated in Exhibit A. The County shall backfill all County employees, provide professional liability insurance for County employees, defend and indemnify Armor for any and all claims, suits, allegations and complaints arising out of the acts or omissions of County employees, unless such act or omission was the direct result of an Armor directive. The County shall set and pay all County employee wages, set and provide all County employee benefits, manage all collective bargaining matters with County employees and handle every other obligation and task associated with hiring, retaining, promoting (County employee promotions and demotions must be done within the framework of only County employee filled positions and Armor will then fill any vacation position as set forth in section 3.4, below), demoting, disciplining and firing County employees. The County shall manage all County employee relations and grievances, pay all monies or benefits due any County employee as a result of any County employee grievance, and indemnify and defend and hold harmless Armor from and against any and all such grievances, except where Armor is proven, in a court of competent jurisdiction, to be at fault.
- (b) *Armor's only obligations* for County employees shall be to: (1) set their work schedules, (2) include them in all Armor onsite training, (3) set their job expectations and, (4) exercise administrative supervision and clinical oversight over County

Contract for Inmate Health Services for
Milwaukee County

employees necessary to ensure the strict fulfillment of the obligations contained in this Agreement.

(c) Should the inmate population exceed 2600, or fall below 2400, for three consecutive monthly averages, then both parties agree to review staffing. If staffing changes are required to properly care for the changed population, the County and Armor shall agree upon revised compensation required to provide the revised staffing.

(d) In the event the Facilities operations or processes change impacting Armor's delivery of medical care and performance under this Agreement, Armor reserves the right to and may provide for additional health care staffing beyond the positions noted in the attached Exhibit A, incorporated herein, in order to perform the necessary health care services as required under this Agreement. Should additional health care staffing be required, Armor also reserves the right to review the base compensation and, with the County's participation and approval, which shall not be unreasonably withheld, make necessary adjustments in base compensation in order to accommodate any additional staff positions which may be needed.

3.2. Staffing Withholds. There shall be no staffing withholds, penalties or liquidated damages for the first 90 days of the contract period. Thereafter, if total paid monthly full time equivalents (FTE's) falls below 95% of total Armor FTE's in Exhibit A, the County may apply staffing withholds as follows: once total paid Armor FTE's in any month fall below 95% of total monthly Armor FTE's in the staffing set forth in Exhibit A, for each Armor FTE below 95% of total contract Armor FTE's, the County may deduct from its monthly payment to Armor at 100% of the average hourly rate for the position. In all cases, employees may be used to cover like positions when their credentials equal or exceed the credentials required for such position (e.g., RN's for LPN's). Armor will provide the County or its representative with a monthly contract staffing compliance report showing all contract positions relative to the staffing matrix. The report shall list all contract positions and the individual by name providing the service, hours each individual worked, to include paid time off, in relation to the total contract FTE's (Armor's and County's) required for that period. The staffing compliance report will be due no later than fifteen days following each monthly pay period.

3.3. Licensure, Certification and Registration of Personnel. All personnel provided or made available by Armor to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable Wisconsin law. Each license or certification shall be on file at a central location as mutually agreed upon.

3.4. Hiring of County Medical and Mental Health Staff. As County employees terminate employment at the Facilities for any reason, Armor shall hire replacement staff and that replacement staff shall be employees of Armor. Armor will hire properly qualified replacement staff and negotiate fair and reasonable wages. As employees are hired by Armor under this section, the Parties shall amend the attached staffing matrix and base compensation, below, to include the additional Armor employees and reasonable costs associated therewith.

3.5. Sheriff's and Superintendent's Satisfaction with Health Care Personnel. Sheriff and Superintendent reserve the right to approve or reject in writing, for any lawful reason, any and all

Contract for Inmate Health Services for
Milwaukee County

Armor personnel or any independent contractor, subcontractors or assignee of Armor assigned to this contract. Additionally, Sheriff or Superintendent may deny access or admission to Facilities at any time for such personnel. Such access will not unreasonably be withheld by Sheriff or Superintendent. Sheriff and Superintendent will require and be responsible for criminal background checks and initial drug testing of all Armor personnel, at County's expense, prior to any such personnel's initiation of recurring services.

If the Sheriff or Superintendent becomes dissatisfied with any personnel provided by Armor hereunder, or by any independent contractor, subcontractors or assignee of Armor, Armor, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from the Sheriff or Superintendent of the grounds for such dissatisfaction, exercise its best efforts to resolve the problem. If the problem is not resolved to the Sheriff's or Superintendent's reasonable satisfaction, Armor shall remove or shall cause to be removed any employee, agent, independent contractor, subcontractor, or assignee about whom the Sheriff or Superintendent has expressed dissatisfaction. Should removal of an individual become necessary, Armor will be allowed a reasonable time from date of removal to find an acceptable replacement, without penalty or prejudice to the interests of Armor.

3.6. Use of Inmates in the Provision of Health Care Services. Inmates shall not be employed or otherwise engaged by either Armor or the Sheriff or Superintendent in the direct rendering of any health care services. Upon prior written approval of the Sheriff or Superintendent, Inmates may be used in positions not involving the rendering of health care services directly to Inmates.

3.7. Subcontracting and Delegation. In order to discharge its obligations hereunder, Armor will engage certain health care professionals as independent contractors rather than as employees. The Sheriff or Superintendent may request to approve such professionals, but approval will not be unreasonably withheld. Subject to the approval described above, the Sheriff and Superintendent consent to such subcontracting or delegation. As the relationship between Armor and these health care professionals will be that of independent contractor, Armor will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. Armor will not exercise control over the manner or means by which these independent contractors perform their professional medical duties. However, Armor shall exercise administrative supervision and clinical oversight over such professionals necessary to ensure the strict fulfillment of the obligations contained in this Agreement. For each agent and subcontractor, including all medical professionals, physicians, dentists and nurses performing duties as agents or independent contractors of Armor under this Agreement, Armor shall obtain proof that there is in effect a professional liability or medical malpractice insurance policy, as applicable coverage for each health care professional identified herein, in an amount of at least one million dollars per occurrence/three million dollars annual aggregate limit. As requested by the Sheriff or Superintendent, Armor will make available copies of subcontractor agreements providing service under the Agreement.

3.8. Affirmative Action Armor will undertake an affirmative action program at Facilities as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Armor assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity

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covered by this subpart. Armor will require that its covered suborganizations provide assurances that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as created by 14 CFR Part 152, Subpart E, to the same effect.

3.9 Non-Discrimination, Equal Employment Opportunity and Affirmative Action Programs In the performance of work under this Contract, Armor shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex, or handicap, which shall include, but not be limited to, the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Armor will post in conspicuous places, available for employees and applicants for employment, notices to be provided by County, setting forth the provisions of the non-discriminatory clause.

Armor agrees to strive to implement the principles of equal employment opportunity through an effective Affirmative Action program, and made a part of this Contract. The program shall have as its primary objective to staff the very best qualified person for each position, and then, when and where possible without negatively impacting this first objective, to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment, in all divisions of Armor's Milwaukee County work force, where these groups may have been previously under-utilized and under-represented. Armor also agrees that in the event of any dispute as to compliance with the aforesaid requirements, it shall be the disputing party's responsibility to show that Armor has not met all such requirements.

When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of this section has been determined by a court of competent jurisdiction, Armor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Armor, further violations of this section are proven in a court of competent jurisdiction during the term of the Contract, County may terminate the Contract without liability for the uncompleted portion or any materials or services purchased or paid for by Armor for use in completing the Contract, or it may permit Armor to complete the Contract, but, in either event, Armor shall be ineligible to bid on any future contracts let by County.

ARTICLE IV: ACCREDITATION

4.1. Obligation of Armor. Armor's services shall be designed to meet the National Commission on Correctional Health Care for Jails (NCCHC) standards in place at the commencement of this Agreement. While Armor will design their care to comply with NCCHC standard, if there is a material change in NCCHC standards resulting in additional costs to Armor, the County agrees to pay such documented additional costs. Armor will cooperate fully with the County in all efforts to maintain formal accreditation of the Facilities' health care program. Armor will be responsible for the payment of the fees for maintaining or renewing NCCHC accreditation, except any fees incurred due to non-Armor failures.

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Any deficiency in Armor's performance of health care services under this Agreement resulting in notice from any regulatory or accrediting organization shall be rectified immediately, provided that such a breach is directly attributed to Armor's acts or omissions, including Armor's employees, agents (County employees shall not be deemed agents of Armor under the terms of this Agreement) and subcontractors. Failure to rectify any such deficiency within a thirty (30) day cure period may result in the County, in its sole discretion, terminating this Agreement. If this Agreement is, at any time, entered into for a minimum total of 24 months from start, Armor shall seek NCCHC accreditation after the first year of this Agreement. Once accreditation is obtained, Armor shall maintain accreditation during any subsequent term of this Agreement. If Armor's acts or omissions, and not those of County employees, fails to so maintain accreditation, and such is solely due to Armor's failure to comply with NCCHC standards, then Armor will pay a penalty of Twenty-five Thousand Dollars (\$25,000.00) to the County as liquidated damages.

ARTICLE V: EDUCATION

5.1. Inmate and Staff Education. Armor shall conduct an ongoing health education program for Inmates at the Facilities with the objective of raising the level of Inmate health and health care. Armor staff will provide relevant training to the Sheriff's and Superintendent's staff as required by accrediting bodies. Armor will also work with the Sheriff and Superintendent to provide correctional staff with health care training as desired by the Sheriff or Superintendent and as Armor is able to accommodate without jeopardizing the quality of Inmate care.

5.2. Medical Services Staff Education. Armor will require that its medical, professional and para-professional staff receive all necessary and requisite legal and statutorily mandated in-service, annual or proficiency training and other such professional or para-professional education and training programs needed to provide current proficiency in the professional's or para-professional's particular medical discipline or specialty. County shall ensure the same for County employees. County employees shall be invited to attend any Armor training provided onsite at the Facilities and Armor employees shall be invited to any training provided onsite at the Facilities for County employees. Armor shall have no obligations for costs associated with CME, licensing, certification, recertification or training for County employees.

ARTICLE VI: REPORTS AND RECORDS

6.1. Medical Records. Armor shall cause and require to be maintained a complete and accurate medical record for each Inmate receiving health care services from Armor. Each medical record will be the property of the County and such records shall be maintained by Armor in accordance with applicable laws, NCCHC standards. The medical records shall be kept separate from the Inmate's confinement record. A complete legible copy of the applicable medical record shall be available, within a reasonable time, to the Sheriff or Superintendent and will, with reasonable notice, be available to accompany each Inmate who is transferred from the Facilities to another location for offsite services or transferred to another institution. Medical records shall be kept confidential. Subject to applicable law regarding confidentiality of such records, Armor shall comply with Wisconsin law and the Sheriff's or Superintendent's policy with regard to access by Inmates and Facilities staff to medical records. No information contained in the medical records

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shall be released by Armor except as directed by the Sheriff's or Superintendent's policy, by a court order, or otherwise in accordance with applicable law. Armor shall provide all medical records, forms, jackets, and other materials necessary to maintain the medical records. Armor shall provide an electronic medical record (EMR) software program for a one-time payment of \$206,075.00. If the County extends this agreement for an additional one year term, or longer, Armor shall rebate the EMR fee of \$206,075.00 to County within 30 days after such extension. Armor will provide customized EMR software of Armor's choosing that incorporates Armor's policies in use at the Facilities, server, terminals, printers, scanners and interfaces. County will provide the cabling, routers and connections needed in the Facilities to connect the EMR. Armor and County shall work together to toward the successful preparation and installation of the EMR. Upon the expiration or termination of this Agreement, the functional EMR and all medical records shall become the property of the County, and the County shall assume payment of the monthly per inmate fee for the EMR of \$1.50 per Inmate per day, if County desires to retain the EMR. Armor will use reasonable effort to allow the County to continue to utilize such EMR on the same terms and conditions applicable to Armor. The EMR will be customized with Armor forms, policies and procedures. The County may continue to use such forms, policies and procedures, but hereby acknowledges such are proprietary; therefore, the County shall keep such forms, policies and procedures exclusively within the Sheriff's and Superintendent's Offices and associated County departments that have a need to know.

6.2. Regular Reports by Armor to the Sheriff and Superintendent. Armor shall make available to the Sheriff and Superintendent, on a date and in a form mutually acceptable to Armor and the Sheriff and Superintendent, monthly and annual reports relating to services rendered under this Agreement.

6.3. Third Party Reimbursement. Armor will seek and obtain from Inmates information concerning any health insurance the Inmate might have that would cover offsite services managed by Armor. Armor will instruct offsite providers to bill third party insurance first. After seeking payment from available third party insurance, Armor will process the remaining claim for payment consideration. Armor shall provide the County with periodic reports when such credits are applied. Armor and the County specifically understand that Medicaid and Medicare may not be available third party sources, and, to the extent required by law, Armor's policies strictly forbid asking about Medicaid/Medicare and providing any Medicaid/Medicare information to any provider where such coverage is not allowed. Armor shall follow the patient Protection and Affordable Care Act (PPACA) as it develops. As it becomes applicable to Inmates, Armor will cooperate with County to obtain any costs savings available under the PPACA.

6.4. Inmate Information. Subject to the applicable Wisconsin law, in order to assist Armor in providing the best possible health care services to Inmates, the Sheriff and Superintendent will provide Armor with information pertaining to Inmates that Armor and the Sheriff and Superintendent mutually identify as reasonable and necessary for Armor to adequately perform its obligations hereunder.

6.5. Armor Records Available to the Sheriff or Superintendent with Limitations on Disclosure. With reasonable notice, Armor shall make available to the Sheriff or Superintendent,

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at the Sheriff's or Superintendent's request, all records, documents and other papers relating to the direct delivery of health care services to Inmates hereunder. The Sheriff and Superintendent understand that many of the systems, methods, procedures, written materials and other controls employed by Armor in the performance of its obligations hereunder are proprietary in nature and will remain the property of Armor. Information concerning such may not, at any time, be used, distributed, copied or otherwise utilized by the Sheriff or Superintendent, except in connection with the delivery of health care services hereunder, and as permitted or required by law, unless such disclosure is approved in advance in writing by Armor.

6.6. Sheriff's and Superintendent's Records Available to Armor with Limitations on Disclosure. During the term of this Agreement and for a three years thereafter, the Sheriff and Superintendent shall provide Armor, at Armor's request, Sheriff's and Superintendent's records relating to the provision of health care services to Inmates as may be reasonably requested by Armor or as are pertinent to the investigation or defense of any claim related to Armor's conduct. Consistent with applicable law, the Sheriff and Superintendent will make available to Armor such records as are maintained by the Sheriff or Superintendent, hospitals and other outside health care providers involved in the care or treatment of Inmates (to the extent the Sheriff or Superintendent has access to those records) as Armor may reasonably request. Any such information provided by the Sheriff or Superintendent to Armor that the Sheriff or Superintendent considers confidential and clearly labeled confidential shall be kept confidential by Armor and shall not, except as may be required by law, be distributed to any third party without the prior written approval of the Sheriff or Superintendent.

6.7. Public Record Law. In the event that Armor should assert any proprietary or confidential status to any of its systems, methods, procedures or written materials and other controls employed by Armor in the performance of its obligation pursuant to this Agreement, then Armor shall assess such claim on its own, and shall defend and hold harmless the County, the County's employees, officers, appointees and agents against all liabilities for Armor's failure to comply with the requirements of the law with regard to the release of records.

6.8. HIPAA Compliance. To the extent HIPAA applies to Armor, Armor shall comply with those requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and amendments relating to Armor's responsibilities pursuant to this Agreement.

ARTICLE VII: SECURITY

7.1. General. Armor, the Sheriff and the Superintendent understand that adequate security services are necessary for the safety of the agents, employees and subcontractors of Armor as well as for the security of the Inmates and the Sheriff's and Superintendent's staff, consistent with the correctional setting. The Sheriff and Superintendent will take all reasonable measures to provide sufficient security to enable Armor, County and their personnel, to safely and adequately provide the health care services described in this Agreement. Armor, County and their staff and personnel, understand that the Facilities in which services will be rendered are detention Facilities and that working in such Facilities involves inherent dangers. Armor, County and their staff and personnel further understand that the Sheriff and Superintendent cannot guarantee anyone's safety in the Facilities and nothing herein shall be construed to make the Sheriff and

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Superintendent, their officers or employees a guarantor of the safety of Armor or County employees, agents or subcontractors.

- (a) In the event that any recommendation by Armor for particular health services for any Inmate or transfers to a medical Facilities should not be implemented and carried due to acts or omissions of the Sheriff or Superintendent, Armor will be released from professional liability for any damages resulting from any such decision on the part of the Sheriff or Superintendent, as long as the recommendation was made in writing.

7.2. Loss of Equipment and Supplies. The County shall not be liable for loss of or damage to equipment and supplies of Armor, its agents, employees or subcontractors unless such loss or damage was caused by the negligence of the County or its employees.

7.3. Security During Transportation Off-Site. The Sheriff or Superintendent will provide security as necessary and appropriate in connection with the transportation of any Inmate between the Facilities and any other location for off-site services as contemplated herein.

ARTICLE VIII: OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES

8.1. General. The Sheriff and Superintendent agree to provide Armor with office space at the Facilities, the use of the equipment (including office furniture) currently being used at the Facilities to provide health care services to Inmates, and utilities (such as electricity, local phone and water) sufficient to enable Armor to perform its obligations hereunder. Armor will supply and be responsible for payment of long distance telephone carrier services and minor equipment (less than \$500 purchase price) within the Facilities for use of its personnel. The County will provide necessary maintenance and housekeeping of the office space at the Facilities. Armor agrees it has inspected the Facilities and medical office space at the Facilities and that such space and the Facilities can be utilized to perform the obligations required under this Agreement.

8.2. Delivery of Possession. The Sheriff and Superintendent will provide to Armor, beginning on the date of commencement of this Agreement, possession and control of all medical and office equipment and supplies that are the County's property, in place at the Facilities health care units. At the termination of this or any subsequent Agreement, Armor will return to the County possession and control of all County owned equipment, in working order, reasonable wear and tear excepted, which were in place at the Facilities' health care unit prior to the commencement of services by Armor under this Agreement.

8.3. Maintenance and Replenishment of Equipment. Armor will maintain all Armor owned equipment in working order and County shall maintain all County owned equipment in working order during the term of this Agreement. The County shall provide all reasonably required medical equipment with a value of \$501 or greater, necessary to provide health care services in the Facilities. Armor shall at its sole expense purchase all required medical and office equipment not provided by County to perform services pursuant to this agreement with a per item cost of \$500 or less. At the conclusion of the initial term and any renewal terms of this Agreement all equipment purchased by Armor may be purchase by the County for the then current market price less 10%. If the Agreement with Armor is terminated prior to the initial contract term and

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extensions, the County will be provided the opportunity to purchase the equipment at the current market price. Prior to the start of the initial contract period, the County shall provide Armor with a complete listing of all equipment within the medical units that will be available for Armor to use.

8.4. General Maintenance Services. The Sheriff and Superintendent will provide for each Inmate receiving health care services at the Facilities the same services provided by the Sheriff and Superintendent to all other Inmates at the Facilities including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.

8.5. Supplies. Armor warrants and represents that the quality and quantity of supplies on hand during this Agreement will be sufficient to enable Armor to perform its obligations hereunder, barring a significant deviation from standard usage (e.g., riot, natural disaster). Armor shall be responsible, at its sole expense, to purchase any and all additional office supplies needed, from time to time, to provide health services to the Inmates pursuant to the provisions of this Agreement.

8.6. Biohazardous Waste. Armor shall be responsible, at its sole cost, for the proper disposal of all biohazardous medically generated waste occurring at the Facilities during the term of this Agreement.

8.7. Software and Electronic Information. All software programs and other information technology purchased or developed by Armor and used in its performance of this Agreement are proprietary to and/or the property of Armor. The County shall not have any right, title or interest, in or to such property, except as otherwise provided in this paragraph. At the expiration or termination of this Agreement, Armor will allow the County to continue using Armor's EMR as long as the County pays the EMR provider's monthly per inmate fee. If the County does not wish to continue utilizing Armor's EMR software, Armor shall provide the County with all Inmate data that has been stored electronically, in a relational database utilizing Sequel or Oracle and a PDF electronic copy of Inmates medical records as well as a hard copy paper record and shall ensure that all paper Inmate medical records and electronic documents are complete and accurate.

ARTICLE IX: TERM AND TERMINATION OF AGREEMENT

9.1. Term. This Agreement will be effective at 12:01 a.m. on May 11, 2013, as to the providing of services hereunder. The initial term of this Agreement shall be one (1) year. Subject to Section 8.2, this Agreement may be extended upon mutual agreement of the parties, executed no less than ninety (90) days prior to the expiration of the term for five (5) additional one (1) year terms pursuant to the terms of this Agreement. This Agreement may also be revised and extended as otherwise mutually agreed upon by the parties.

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9.2. Termination. This Agreement may be terminated as provided in this Agreement or as follows:

(a) Termination by Agreement. In the event that County and Armor mutually agree in writing, this Agreement may be terminated on the terms and date stipulated therein.

(b) Termination for Default. In the event the County or Armor shall give notice to the other that such other party has materially defaulted in the performance of any of its material obligations hereunder and such default shall not have been cured within thirty (30) days following the giving of such notice in writing, the party giving the notice shall have the right immediately to terminate this Agreement.

(c) Unrestricted right of termination. The County further reserves the right to terminate this Contract at any time for any reason by giving Armor thirty (30) days' written notice by Certified Mail of such termination. In the event of said termination, Armor shall reduce its activities hereunder as mutually agreed to, upon receipt of said notice. Upon said termination, Armor shall be paid for all services rendered through the date of termination.

(d) Annual Appropriations and Funding. Both parties acknowledge that the performance of this Agreement and payment for medical services to Armor pursuant to this Agreement is predicated on the continued annual appropriations by the Board of Supervisors of Milwaukee County to meet the medical needs of the Inmates in the facilities and the Sheriff's and Superintendent's ability to perform under this Agreement.

(e) Armor may terminate if the County falls more than 15 days behind on timely payment to Armor. Armor may also terminate without cause by providing the County with no less than 180 days advance written notice.

9.3. Responsibility for Inmate Health Care. Upon termination of this Agreement, all of Armor's responsibility for providing health care services to all Inmates, including Inmates receiving health care services at sites outside the Facilities, will terminate.

9.4. Owner of Documents Upon Early Termination. Upon early termination of this Agreement prior to its expiration, copies of all finished or unfinished documents, studies, correspondence, reports or other products prepared by Armor for County shall be provided to the County.

ARTICLE X: COMPENSATION

10.1. Base Compensation. For each twelve (12) month period under the initial term of this Agreement, the base monthly compensation shall be invoiced in advance of the month in which services are provided. The County shall pay the base monthly compensation invoice within 45 days of receipt of said invoice. All monthly adjustments (e.g., withholds, per diems) shall be invoiced or credited, as the case may be, the following month. In the event this Agreement should terminate or be amended on a date other than the end of any calendar month, compensation to Armor will be prorated accordingly based on the fractional portion of the month

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during which Armor actually provided services. Any properly submitted invoice not paid within 30 days from receipt shall accrue interest at 1.5% per month until paid in full.

- (a) For the first twelve (12) month period of the initial term of this Agreement, based on Armor staffing of 45.3 FTE and all other services set forth herein, the County shall pay to Armor the base price sum of \$9,092,361.00 (inclusive of the \$206,075.00 for EMR) for an average daily inmate resident population up to 2500, payable in twelve (12) equal monthly installments of \$757,696.75. For each Inmate in excess of 2600 average daily inmate resident population, the County shall pay Armor a per diem of \$1.44. For each Inmate below 2400 average daily inmate resident population, Armor shall credit County a per diem of \$1.44.
- (b) In addition to the base price sum above, County shall pay Armor a one-time start-up fee of \$50,000. Armor shall invoice this start-up fee and County shall pay within 45 days from receipt.

(c) The Parties hereto acknowledge there may be legal and/or public challenges to the implementation of Armor services called for under this Agreement. Should Armor be required to suspend, in whole or in part, or terminate services due to such challenge, or otherwise at the request of the County, the County shall pay Armor all actual costs incurred up to the date services are suspended or terminated. Should Armor recommence services (in whole or in part) after services have been suspended (in whole or in part) or terminated, the County shall pay Armor's actual startup costs incurred to resume provision of services. Armor shall invoice County for such actual costs together with reasonable supporting documentation.

10.2. Inmate Population. The average daily inmate resident population shall be based upon the midnight count taken each day. The average daily inmate resident population counts are added for each day of the month and divided by the number of days in the month to determine the average monthly inmate population. The excess, if any, over the inmate population caps will be multiplied by the per diem rate and the number of days in the month to arrive at the increase in compensation payable to Armor for the month.

- (a) Should the Sheriff or Superintendent designate any other facility requiring the provision of health care services by Armor, the parties agree to negotiate the additional staff and compensation prior to Armor commencing services at the newly designated facility.

10.3. Compensation for Subsequent Periods. After the first twelve (12) month period, pricing will be adjusted based on the mutual written agreement of the County and Armor.

10.4. Failure to Perform/Reimbursement. For any services required to be performed by Armor under this Agreement, but that are performed by the County due to Armor's failure to perform, Armor shall reimburse County for those expenses and such expenses shall be reduced from the monthly payment due Armor under this Agreement.

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10.5. Penalties.

I. Penalties to which Armor is subject are as follows (excluding acts and omissions of County employees, unless directed by Armor to so act):

- (a) The parties agree that no penalty shall be applied during the first 90 days following commencement of services under this Agreement.
- (b) Armor shall not be liable for a penalty when Armor's failure arises as a result of any reason beyond its control, including but not limited to physical facility limitations, strikes or labor disputes, inmate disturbances, acts of God, failure of County to fulfill County responsibilities under this Agreement, or any other similar causes beyond the reasonable control of Armor.
- (c) The County may assess Armor, on a monthly basis, a fine of One Hundred Fifty and 00/100 Dollars (\$150.00) for each Inmate History and Physical Examination not completed within the required fourteen (14) days after the day of booking. This fine will not be assessed if Armor's staff does not have reasonable access to any inmate in order to complete the history or examination.
- (d). The County may assess Armor, on a monthly basis, a fine of One Hundred Fifty and 00/100 Dollars (\$150.00) for each intake screening not initiated within 60 minutes of notification and reasonable opportunity to complete.
- (e). The County may assess Armor, on a monthly basis, a fine of One Hundred Fifty and 00/100 Dollars (\$150.00) for each hospital readmission deemed not to be medically necessary by a competent correctional healthcare physician.
- (f) The County may assess Armor, on a monthly basis, a fine of One Hundred Fifty and 00/100 Dollars (\$150.00) for each Armor subcontractor invoice not paid within 45 days of receipt of a clean invoice, unless the County has failed to timely pay Armor as set forth herein.

II. Penalties to which the County is subject are as follows:

- (a) Should the County terminate this Agreement during the initial 12 month term of this Agreement for any reason, other than failure of Armor to fulfill its obligations hereunder, County shall reimburse Armor for all actual expenses that are "above contract" (meaning costs incurred by Armor due to early termination by County and not factored into the pricing set forth in this Agreement)

10.6. Inmates from Other Jurisdictions. Medical care rendered within the Facilities to Inmates from other jurisdictions housed in the Facilities pursuant to contracts between the Sheriff or Superintendent and such other jurisdictions will be the responsibility of Armor. Armor will arrange medical care that cannot be rendered in the Facilities, but Armor shall have no financial responsibility for such offsite services.

10.7. Responsibility for Work Release Inmates. Notwithstanding any other provisions of this Agreement to the contrary, both parties agree that Inmates assigned to the work release program who are not housed at the Jail are personally responsible for the costs of any medical services provided to them. Armor may assist with arranging the necessary medical transportation for

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Inmates participating in the work release program who are not housed at the Jail to obtain medical care.

10.8. Changes in the Law. If any statute, rule or regulation is passed or any order, legal mandate or decree issued or any statute or guideline adopted which materially increases the cost to Armor of providing health care services pursuant to this Agreement, Armor and the County will mutually agree on additional compensation to be paid by the County to Armor as a result of such changes.

ARTICLE XI: LIABILITY AND RISK MANAGEMENT

Armor agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Workers' Compensation laws and/or vicarious liability arising from employees, board, or volunteers. Such evidence shall include insurance coverage for Worker's Compensation claims as required by the State of Wisconsin, Commercial General Liability (which includes board, staff, and volunteers), Automobile Liability and Professional Liability in the minimum amounts listed below.

Automobile insurance that meets the minimum limits as described in the Agreement is required for all vehicles (owned, non-owned, and/or hired). In addition, if any employees of Armor use their personal vehicles to transport County employees, representatives or clients, or for any other purpose related to the Agreement, those employees shall have Automobile Liability Insurance providing the same liability limits as required herein through any combination of employee Automobile Liability and employer Automobile or General Liability Insurance which in the aggregate provides liability coverage, while employee is acting as agent of employer, on the employee's vehicle in the same amount as required of Armor.

Armor shall maintain Professional Liability coverage as listed below.

It being further understood that failure to comply with insurance requirements might result in suspension or termination of the Agreement.

Type of Coverage	Minimum Limits
<u>Wisconsin Workers' Compensation</u> or Proof of all States Coverage	Statutory
<u>Employers' Liability</u>	\$100,000/\$500,000/\$100,000
<u>Commercial General Liability</u> Bodily Injury & Property Damage Incl. Personal Injury, Fire, Legal Contractual & Products/Completed Operations	\$1,000,000 – Per Occurrence \$1,000,000 – General Aggregate

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Automobile Liability

Bodily Injury & Property Damage \$1,000,000 Per Accident
All Autos – Owned, Non-Owned
and/or Hired

Uninsured Motorists Per Wisconsin Requirements

Professional Liability

To include Certified/Licensed Mental \$1,000,000 Per Occurrence
Health and Licensed Physician or \$5,000,000 Annual Aggregate
any other qualified healthcare provider
as required by State Statute

Should the statutory minimum limits change, it is agreed the minimum limits stated herein shall automatically change as well and the County shall automatically reimburse Armor for the associated increase premium.

Milwaukee County shall be named as an "additional insured" on Armor's Certificate of Insurance for general liability, and automobile insurance. Milwaukee County must be afforded a thirty day (30) written notice of cancellation or non-renewal. Disclosure must be made of any non-standard or restrictive additional insured endorsement. Certificates indicating the above coverages shall be submitted to the County.

If Armor's Professional Liability insurance is underwritten on a Claims-Made basis, the Retroactive date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that *professional malpractice or errors and omissions coverage, if the services being provided are professional services* coverage is Claims-Made and indicate the Retroactive Date. Armor shall maintain coverage for the duration of this agreement and for five (5) years following the completion of this agreement.

It is also agreed that on Claims-Made Professional Liability policies, either Armor or County may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by the County.

Binders are acceptable preliminarily during the provider application process to evidence compliance with the insurance requirements.

All coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the Milwaukee County Risk Manager for approval prior to the commencement of activities under the contract.

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Milwaukee County Risk Manager
Milwaukee County Courthouse - Room 302
901 N. 9th St.
Milwaukee, WI 53233

The insurance requirements contained within this agreement are subject to periodic review and adjustment by the County Risk Manager. Changes and adjustments resulting in a change in cost to Armor shall be reimbursed by the County.

ARTICLE XII: MISCELLANEOUS

12.1. Independent Contractor Status. The parties acknowledge that Armor is an independent contractor and that all medical care decisions will be the sole responsibility of Armor. Nothing in this Agreement is intended, nor shall they be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, joint employer or any other relationship allowing the County to exercise control or direction over the manner or method by which Armor, its employees, agents, assignees or its subcontractors perform hereunder. If Armor is held to be a joint employer of County employees for any reason, the County shall defend, indemnify and hold harmless Armor for any and all costs and damages resulting there from, except for costs and damages directly arising from Armor's direct negligence or intentional wrongful acts.

12.2. Badges and/or Visitor Passes. All Armor employees will wear identification badges at all times in a visible manner. Armor shall return identification badges and/or visitor passes immediately after an employee's, subcontractor's, independent contractor's or per diem employee's resignation, removal, termination, or reassignment.

12.3. Subcontracting. Any subcontract shall include the obligations contained in this Agreement, and shall not relieve Armor of its obligation to provide the services and be bound by the requirements of this Agreement. The County and Armor each binds itself, its successors, assigns and legal representatives to the other party hereto and to the successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

12.4. Notice. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered according to this section. Delivery shall be by overnight courier or certified or registered mail, return receipt requested postage prepaid, and addressed to the appropriate party at the following address:

Notice to Sheriff Notice to Armor

Contract for Inmate Health Services for
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Richard Schmidt
Inspector
Milwaukee County Jail
949 North 9th Street
Milwaukee, WI 53233

Bruce Teal, CEO and
Kenneth Palombo, COO
Armor Correctional Health
Services Inc.
4960 S.W. 72nd Ave. Suite 400
Miami, Florida 33155

Notice to Superintendent

Notice to Milwaukee County

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

Don Tyler
Director, DAS
901 N. 9th St. Room 308
Milwaukee, WI. 53233

Or to such other respective addresses as the parties may designate to each other in writing from time to time.

12.5. Entire Agreement. This Agreement and exhibits attached specifically incorporated herein constitute the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modifications or amendments to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, requests for proposal, proposals, agreements and understandings with respect to the subject matter of this Agreement are superseded hereby.

12.6. Amendment. This Agreement may be amended or revised only in writing and signed by all parties.

12.7. Mediation of Disputes. Prior to bringing any lawsuit under this Agreement, the parties hereto agree to submit any and all disputes to pre-suit mediation under the Wisconsin Rules for Certified and Court-Appointed Mediators and the Wisconsin Rules of Civil Procedure, together with the rules of the American Arbitration Association or the Foundation for Dispute Resolution. The parties agree to share equally the cost of the mediation.

12.8. Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

12.9. Other Contracts and Third-Party Beneficiaries. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third party beneficiaries hereof.

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12.10. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

12.11. Force Majeure. Neither party shall be held responsible for any delay or failure in performance (other than payment obligations) to the extent that such delay or failure is caused by, without limitation, acts of nature, acts of public enemy, fire, explosion, government regulation, civil or military authority, acts or omissions of carriers or other similar causes beyond its control.

12.12. Default. Unless Armor's performance is specifically exempted by this Agreement, County shall be entitled to a credit or reimbursement for any reasonable cost the County incurs for any medical services required to be performed by Armor when and to the extent that Armor shall fail to perform (excluding failures caused by County employees) and a thirty (30) day cure period has passed. The credit or reimbursement provided for in this section shall not be deemed to be the sole remedy of the County and the County is otherwise entitled to seek all other lawful remedies the County is entitled to under this Agreement, including any and all damages stemming from the failure of Armor to pay as is required under this Agreement.

12.13. Permits and License. Armor acknowledges that it will maintain all relevant permits and licenses required for Armor to perform the services required by this Agreement, except those required and held by the County (e.g., pharmacy) or required of County employees. This will include, but not be limited to licenses and permits for radiology (as allowed by law). Armor shall ensure that all individuals or entities performing the services required under this Agreement, excluding County employees but including Armor employees, agents, assignees, subcontractors or independent contractors shall be appropriately licensed, registered or certified as required by applicable law. Armor and the County shall notify the County of any revocation, suspension, termination, expiration, restrictions, etc., of any required license, registration or certification of any individual or entity to perform the services herein specified.

12.14. Liaison. The Sheriff or Superintendent or their designees (so designated in writing by the Sheriff and Superintendent) shall be the liaison with Armor for each Facility.

12.15. Authority. Each party hereto expressly represents and warrants that the person executing this Agreement is the legal, valid and binding representative of each party.

12.16. County's Correctional Healthcare Advocate. The County may designate a Correctional Health Care Monitor who will be its representative and who shall require Armor to meet all contract requirements; monitor Armor's compliance and any corrective action to resolve areas of non-compliance or deficiencies; recommend liquidated damages/penalties based on non-compliance and as set forth within this Agreement; and facilitate any dispute resolution.

12.17. Appearances. Armor's representatives shall cooperate with the County as necessary for required court appearances related to medical services at the Facilities, which Armor staff time shall be counted toward hours worked.

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12.18. Civic Groups. Upon mutual agreement of the County and Armor, Armor shall discuss the services provided under this Agreement with local civic groups or visiting officials.

12.19. Facilities. The Sheriff and Superintendent may prohibit entry to any Facilities or remove from Facilities any of Armor's subcontractors, independent contractors or employees who do not perform their duties in a professional manner, who violate the security regulations and procedures of the Sheriff or Superintendent, or who present a security risk or threat as determined in the sole discretion of the Sheriff or Superintendent. The Sheriff and Superintendent reserve the right to search any person, property or article entering any Facilities. Armor's employees, independent contractors, and subcontractors, their desks, lockers, personal effects, and vehicles parked in the premises are subject to search at any time. Sheriff and Superintendent reserve the right to require drug and alcohol testing of independent contractors or employees for due cause at the expense of the Sheriff or Superintendent.

12.20. Computer Security. Armor shall use its best efforts to ensure that any of its actions do not corrupt or infect any of County's computer equipment, computer software, data files, or databases. Any costs to the County for corruption and infection due to Armor employees' use thereof will be borne by Armor.

12.21. Media Requests. If media requests are received, Armor may be responsible for responding to the media after coordinating its response with Sheriff's or Superintendent's Public Information Office.

12.22. Emergency Notification. Armor shall promptly notify the Sheriff or Superintendent of any unusual illnesses, any emergency care, any Inmate death, and any potential media concern.

12.23. Infection Control. Armor shall implement an infection control program which includes but is not limited to concurrent surveillance of staff and Inmates, prevention techniques, treatment, and reporting of infections in accordance with local, state and federal laws, OSIIA and Governing Standards.

12.24. Inmate Grievances, Complaints. Inmate complaints or grievances regarding services under this Agreement shall be forwarded to the Armor's Health Services Administrator or designee who shall promptly review the complaint or grievance, gather all information concerning the complaint or grievance, and take appropriate action in accordance with the Sheriff's or Superintendent's grievance procedures. Armor shall respond to all Inmate complaints or grievances concerning services under this Agreement within seventy-two (72) hours of Armor's receipt of such complaint or grievance.

12.25. Utilization Review. Armor shall implement and operate a Utilization Review Program for the County.

12.26. Comprehensive Quality Improvement. Armor shall develop a comprehensive quality improvement program of regularly scheduled audits of all Inmate health care services provided under the Agreement, documentation of deficiencies, and plans for correction of deficiencies. The quality improvement plan shall include a provision for program and contract monitoring

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(peer review) by one or more "outside" detention health care consultant(s) on an annual basis. The results of the outside consultant's review(s) shall be shared with the County and available for NCCHC review accreditation. Armor shall bear all costs associated with the outside consultants.

12.27. Emergency Medical Disaster Plan. Subject to the approval of the Sheriff and Superintendent, Armor shall maintain procedures from the start date of this Agreement for the delivery of medical services in the event of a disaster, including but not limited to, fire, tornado, hurricane, epidemic, riot, strike or mass arrests. Such procedures shall be maintained and/or modified by Armor's Medical Director working closely with the Sheriff's and Superintendent's staff and may include:

- (a) Communications system;
- (b) Recall of key staff;
- (c) Assignment of health care staff;
- (d) Establishment of command post;
- (e) Safety and security of the patient and staff areas;
- (f) Use of emergency equipment and supplies to include automatic external defibrillators (AED's);
- (g) Establishment of a triage area;
- (h) Triage procedures;
- (i) Medical records-Identification of injured

12.28 Indemnity. Each party agrees to indemnify, defend and hold harmless, the other (the indemnified party), and their agents, officers and employees, from and against all loss or expense including costs and attorney's fees (for attorneys provided by or approved by Armor), by reason of liability for damages including suits at law or in equity, caused by the indemnifying party's wrongful, intentional, or negligent act or omission, or its (their) agents which may arise out of or are connected with the activities covered by this Agreement.

12.29 County ownership of Data. Upon completion of the work or upon termination of the contract, it is understood that any reports, information and data, given to or prepared or assembled by Armor under this Contract shall not be made available to any individual or organization by Armor without the prior written approval of the County. No reports or documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Armor.

12.30 Records and Audits Pursuant to §56.30(6)(d) of the Milwaukee County Code of Ordinances, Armor shall allow Milwaukee County, the Milwaukee County Department of Audit, or any other party the Milwaukee County may name, when and as they demand, to audit, examine and make copies of records in any form and format, meaning any medium on which written, drawn, printed, spoken, visual or electromagnetic information is recorded or preserved, regardless of physical form or characteristics, which has been created or is being kept by Armor, including not limited to, handwritten, typed or printed pages, maps, charts, photographs, films, recordings, tapes (including computer tapes), computer files, computer printouts and optical disks, and excerpts or transcripts from any such records or other information directly relating to matters under this Agreement, all at cost to Milwaukee County, unless such request is unreasonable, in which case Armor shall provide a cost to comply. Any subcontracting by Armor in performing the duties described under this contract shall subject the subcontractor and/or associates to the same audit terms and conditions as Armor. Armor (or any subcontractor)

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shall maintain and make available to Milwaukee County the aforementioned audit information for no less than five years after the conclusion of each contract term.

12.31 Assignment This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other, which consent shall not be unreasonably withheld

12.32 Prohibited practices Armor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, an officer, or employee or his immediate family, may not solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby."

12.33 Christensen Decree All terms and conditions of the Christensen Decree existing at the time this contract is commenced must be met or exceeded and maintained through the entire term of the contract and subsequent extensions, unless such Decree is terminated earlier.

12.34 Authority This Agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This Agreement constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by all parties hereto. Armor acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules, regulations and orders.

12.35 Authorization The County has executed this Contract pursuant to the Order of the Milwaukee County Circuit Court. _____

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day, month and year first above written.

SHERIFF

Richard R. Schmidt
David A. Clarke, Jr., Sheriff
Milwaukee County Sheriff's Office

05/10/13
Date

ARMOR

Kenneth Palombo
Kenneth Palombo
Date 5/10/13

Michael Hafemann
Michael Hafemann, Superintendent
House of Correction
Date 5/10/13

Contract for Innate Health Services for
Milwaukee County

Don Tyler

5/10/13

Don Tyler, Director

Date

Department of Administrative Services

Approved for Execution:

Wendy A. J. [Signature]

5/10/13

Mark A. Grady

By, Corporation Counsel

Date

Name

Date

Deputy