State of Wisconsin

SENATE CHAIR
Alberta Darling

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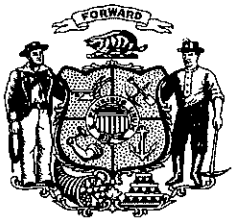

ASSEMBLY CHAIR
John Nygren

309 East, State Capitol
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Phone: (608) 266-2343

Joint Committee on Finance

MEMORANDUM

To: Members
Joint Committee on Finance

From: Senator Alberta Darling
Representative John Nygren

Date: October 6, 2017

Re: s. 16.515/16.505(2), Stats. Request

Attached is a copy of a request from the Department of Administration, received October 6, 2017, pursuant to s. 16.515/16.505(2), Stats., on behalf of the Milwaukee County District Attorney's Office.

Please review the material and notify **Senator Darling** or **Representative Nygren** no later than **Wednesday, October 25, 2017,** if you have any concerns about the request or if you would like the Committee to meet formally to consider it.

Also, please contact us if you need further information.

Attachments

AD:JN:jm

WISCONSIN DEPARTMENT OF
ADMINISTRATION

SCOTT WALKER
GOVERNOR
SCOTT A. NEITZEL
SECRETARY
Office of the Secretary
Post Office Box 7864
Madison, WI 53707-7864
Voice (608) 266-1741
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Date: October 6, 2017

OCT 0 6 2017
JT Finance

To: The Honorable Alberta Darling, Co-Chair
Joint Committee on Finance

The Honorable John Nygren, Co-Chair
Joint Committee on Finance

From: Scott A. Neitzel, Secretary
Department of Administration

Subject: s. 16.515/16.505(2) Request(s)

Enclosed are request(s) that have been approved by this department under the authority granted in s. 16.515 and s. 16.505(2). The explanation for each request is included in the attached materials. Listed below is a summary of each item:

		2017-18		2018-19	
AGENCY	DESCRIPTION	AMOUNT	FTE	AMOUNT	FTE
DA 20.475(1)(h)	Gifts and grants		1.0*		1.0*

* Project position ending 3/2/2019.

As provided in s. 16.515, the request(s) will be approved on October 27, 2017, unless we are notified prior to that time that the Joint Committee on Finance wishes to meet in formal session about any of the requests.

Please contact Kirsten Grinde at 266-1353, or the analyst who reviewed the request in the Division of Executive Budget and Finance, if you have any additional questions.

Attachments

CORRESPONDENCE/*Memorandum*

State of Wisconsin
Department of Administration

Date: September 27, 2017

To: Waylon R. Hurlburt

From: Nick Peak

Subject: Section 16.505(2) Request

Attached is a s. 16.505(2) request analysis for your approval and processing. Listed below is a summary of each item:

DOA RECOMMENDATION:

		2017-18		2018-19	
AGENCY	DESCRIPTION	AMOUNT	FTE	AMOUNT	FTE
DAs 20.475(1)(h)	Gifts and grants		1.0*		1.0*

* Project position ending 3/2/2019.

AGENCY REQUEST:

		2017-18		2018-19	
AGENCY	DESCRIPTION	AMOUNT	FTE	AMOUNT	FTE
DAs 20.475(1)(h)	Gifts and grants		1.0**		1.0**

** Project position ending 3/2/2019.

WRH APPROVAL WRH (FORWARD TO Gail Tappen)

WISCONSIN DEPARTMENT OF
ADMINISTRATION

SCOTT WALKER
GOVERNOR
SCOTT A. NEITZEL
SECRETARY
Division of Executive Budget and Finance
Post Office Box 7864
Madison, WI 53707-7864
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TTY (608) 267-9629

Date: September 27, 2017

To: Scott A. Neitzel, Secretary
Department of Administration

From: Nick Peak
Executive Policy and Budget Analyst

Subject: Request Under s. 16.505(2) from the Milwaukee County District Attorney to Create a 1.0 FTE Program Revenue Assistant District Attorney Project Position.

Request:

The Department of Administration, on behalf of the Milwaukee County District Attorney's Office, requests the creation of a 1.0 FTE program revenue assistant district attorney project position. Position authority is requested through March 2, 2019.

Revenue Sources for Appropriation(s):

The revenue source for the position in the gifts and grants appropriation under s. 20.475(1)(h) is a MacArthur Foundation Safety and Justice Challenge grant award to Milwaukee County. As the grant is funded from a program revenue continuing, all moneys received appropriation, there is no accompanying request for an increase in expenditure authority. The Milwaukee County District Attorney's Office will reimburse the salary costs, fringe benefit costs and laptop computer costs for the assistant district attorney project position from the grant award.

Background:

A federal Byrne Justice Assistance Grant (JAG) Recovery Act grant had been used to fund an early intervention general crimes prosecutor project position as part of Milwaukee County's Early Intervention Strategy, but funding and position authority for that project position ended on April 30, 2017. The expired early intervention general crimes prosecutor, funded through the Byrne JAG Recovery Act grant, was tasked with screening cases to determine eligibility for early intervention programs and services, conducting long-term recidivism assessments for offenders and performing short-term risk assessments for offenders.

The proposed project position funded by the MacArthur Foundation grant would be an early intervention postbooking stabilization prosecutor. In comparison to the expired general crimes prosecutor, the proposed early intervention postbooking stabilization prosecutor would be tasked with identifying individuals booked into the county jail or

mental health complex who have been diagnosed with severe and persistent illness or are in mental health crisis, and are likewise appropriate for pre- or postbooking stabilization and perhaps the Milwaukee County early intervention programming. The county uses the Arnold Foundation Public Safety Assessment, the Level of Service Inventory-Revised: Screening Version assessment, the full Level of Service Inventory-Revised assessment, and the Brief Jail Mental Health Screen to assess risk and need. Individuals who score low risk on the assessments who commit nonviolent crimes are typically eligible for diversion, while nonviolent offenders who score moderate risk are typically eligible for deferred prosecution agreements. The Brief Jail Mental Health Screen would allow the proposed prosecutor position to determine which offenders are appropriate for the MacArthur Postbooking Stabilization program along with diversion and deferred prosecution.

Milwaukee County's Early Intervention Strategy is designed to reduce long-term recidivism by diverting eligible, nonviolent offenders from the criminal justice system into effective community-based programming.

In order to ensure that offenders receive the interventions most likely to reduce future criminal behavior, the Early Intervention Strategy was designed to emphasize: cooperation and collaboration across the criminal justice system, systemwide application of the risk and need assessments, measurement and analysis of outcome data, and appropriate community supervision to maintain public safety.

Milwaukee County has developed and implemented the following intervention programs as part of the Early Intervention Strategy:

- The Milwaukee County Diversion Program, which offers offenders with a low risk of reoffending the opportunity to avoid criminal charges. The program requires that individuals meet specific program expectations and remain crime-free for the term of the diversion. Those who successfully complete the conditions of their diversion agreements are not subject to a criminal charge on their record. Those who fail to meet program conditions are prosecuted for their charges. According to the Milwaukee County District Attorney's Office, 451 individuals were served in 2016, saving 13,789 jail days.

- The Milwaukee County Deferred Prosecution Program, which offers offenders with a moderate to high risk for reoffense the opportunity to avoid criminal conviction and sentencing. The program requires that individuals participate in behavior-changing programs and services which have been demonstrated to be effective in reducing the likelihood of reoffense. For those who successfully complete the conditions of their deferred prosecution agreements, the District Attorney's Office agrees to dismiss or amend the charges. Those who do not complete the conditions of the program are convicted and sentenced for their charges. According to the Milwaukee County District Attorney's Office, 420 individuals were served in 2016, saving 20,460 jail days and 2,610 prison days.

- The Day Reporting Center, which provides an alternative to incarceration for moderate risk offenders who are identified as being in need of structured substance abuse, cognitive intervention, employment readiness, education and/or parenting programming. According to the Milwaukee County District Attorney's Office, 25 individuals were served in 2016, saving 2,550 jail days.

- The Drug Treatment Court, which provides substance abuse treatment and supportive services for high-risk offenders with substance abuse problems. The court is a 12- to 18-month comprehensive court-based treatment program for nonviolent felony offenders and habitual misdemeanants with an assessed diagnosis of substance abuse. The court includes regular court appearances, alcohol and drug treatment, drug testing, and weekly appointments with a case manager. Court participants are provided with a skills assessment and service referrals, such as vocational training, educational support and mental health counseling, as well as wraparound services and restorative justice programs. According to the Milwaukee County District Attorney's Office, 142 individuals were served in 2016.

- The Milwaukee County Veterans Treatment Initiative, which recognizes the connection between military-related trauma, substance abuse, mental illness and other conditions that commonly result in veterans' involvement in the justice system. Veterans receive ready access to treatment programs offered by the U.S. Department of Veterans Affairs and other Veterans Service Organizations. According to the Milwaukee County District Attorney's Office, 78 veterans were served in 2016. Milwaukee County was recently awarded a three-year grant from the Medical College of Wisconsin that will support a coordinator for the Veterans Treatment Initiative to help administer and grow the program.

The Early Intervention Strategy also includes: (a) three assistant district attorneys, one deputy district attorney and four assistant state public defenders assigned to the project, who dedicate their entire caseload to individuals placed into diversion programs; (b) a full-time Milwaukee County circuit court judge whose entire court docket is comprised of individuals in one of the programs; (c) a full-time Milwaukee police officer and a district attorney investigator, both of whom serve as law enforcement liaisons to this program; (d) community-based organizations such as JusticePoint, Inc., the Benedict Center, and Wisconsin Community Services; and (e) an additional approximately 50 people, who have donated their time to meet twice monthly as part of the Early Intervention working group.

Analysis:

The county was awarded a $2,000,000 grant as part of the MacArthur Foundation Safety and Justice Challenge program, but the grant is administered by the First Judicial Administrative District, not the Milwaukee County District Attorney's Office. Of the $2,000,000 MacArthur Foundation grant award, $150,000 is allocated to the Milwaukee County District Attorney's Office to cover salary costs, fringe benefit costs and computer costs for an assistant district attorney for a period of 18 months. It

should be noted that the Office of the State Public Defender has also been allocated $150,000 from the $2,000,000 grant to cover costs associated with an assistant state public defender whose responsibilities would mirror those of the proposed position.

The budgeted salary for this proposed prosecutor position totals $64,600 per year. While it is standard practice to budget fringe benefit costs using the prescribed District Attorney agency fringe rate of 40.84 percent, the Milwaukee County District Attorney's Office chose to budget fringe costs for this project position based on a 52.55 percent fringe rate. The Milwaukee County District Attorney's Office justifies the use of a higher fringe rate by stating that actual fringe benefit costs for Milwaukee County assistant district attorneys are higher than fringe benefit costs in other Wisconsin counties. According to Deputy Assistant Attorney Jim Martin, fringe benefit costs for Milwaukee County "ADAs with family health plans in grant-funded positions are in a range of 47 percent to 61 percent of salary."

The Early Intervention Strategy furthers the State's policy to divert nonviolent offenders away from the traditional criminal justice system and direct them toward services and treatment in the community, to reduce long-term recidivism. The position supports and enhances the program by providing additional program capacity and serving as a centralized contact person for collaboration in the criminal justice system.

Recommendation:

Approve the request.

WISCONSIN DEPARTMENT OF
ADMINISTRATION

SCOTT WALKER
GOVERNOR
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SECRETARY
Division of Enterprise Operations
State Prosecutors Office
Post Office Box 7869
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Voice (608) 267-2700
Fax (608) 264-9500

DATE: August 9, 2017

TO: Waylon Hurlburt, Administrator
Division of Executive Budget and Finance

FROM: Amanda Mott, Director
State Prosecutors Office

SUBJECT: ***REQUEST UNDER S. 16.505 FOR DEPARTMENT 475: MILWAUKEE COUNTY DISTRICT ATTORNEY'S OFFICE***

On behalf of the Milwaukee County District Attorney's Office, I am submitting the attached request for authorization to create a 1.0 FTE program revenue project position in Department 475, District Attorneys.

Thank you for your attention to this matter.

Attachment

August 9, 2017
John D. and Catherine T. MacArthur Foundation Safety and Justice Challenge Grant
Milwaukee County 1.0 FTE Early Intervention Post Booking Stabilization (EIPBS) Prosecutor
s.16.505 Request

DEPARTMENT OF ADMINISTRATION REQUEST UNDER S. 16.505 FOR POSITION AUTHORIZATION

I. REQUEST

The Department of Administration (DOA) requests, under s.16.505, the authorization to create a 1.0 FTE program revenue (PR) assistant district attorney (ADA) position from September 3, 2017 through March 2, 2019. The position is located in the Milwaukee County District Attorney's (DA's) Office. If approved, the position will be funded via appropriation s. 20.475(1)(h).

II. BACKGROUND

On April 15, 2016, the John D. and Catherine T. MacArthur Foundation made a $2 million Safety and Justice Challenge grant award to Milwaukee County to reduce unnecessary incarceration in county jails. The MacArthur grant award includes $150,000 in funding, from approximately September 3, 2017 to March 2, 2019, for the salary and fringe benefits of an Early Intervention Post Booking Stabilization (EIPBS) Prosecutor, and for the prosecutor's state standard laptop computer and software.

Federal Byrne JAG Recovery Act funding, through the Wisconsin Department of Justice, provided funding for several years for an Early Intervention General Crimes prosecutor, program code 00003, but that funding ended on April 30, 2017, and that assistant district attorney position was eliminated. The Early Intervention General Crimes Prosecutor strengthened the Milwaukee County Early Intervention program by identifying early in the criminal justice process nonviolent offenders whose criminal risk could be safely managed through community-based programming.

The 1.0 FTE EPBS prosecutor will perform a similar role by identifying individuals booked into the county jail or mental health complex that suffer from a diagnosed severe and persistent illness or are in mental health crisis, and are appropriate for pre or post-booking stabilization and perhaps the Milwaukee County Early Intervention program, including diversion, deferred prosecution, the veterans' treatment initiative, the mental health treatment court pilot program, or drug treatment court.

III. ANALYSIS

This position is in furtherance of the State's policy to divert non-violent offenders away from the traditional criminal justice system and direct them toward services and treatment, thereby reducing recidivism.

IV. FISCAL ANALYSIS

The $150,000 in funding has been awarded through March 2, 2019.

V. REVENUE SOURCE FOR APPROPRIATION

The source of the grant funds is the John D. and Catherine T. MacArthur Foundation. Milwaukee County will reimburse the salary and fringe benefit costs, as well as the prosecutor's state standard laptop computer and software, for the State-paid ADA position in the Department of District Attorneys.

VI. SPECIAL INFORMATION

The co-chairs of the Joint Committee on Finance, in a letter to Department of Administration Secretary dated June 12, 1996, set forth four additional items of information that should be included in a s.16.505 request for additional positions in the District Attorney program.

1) *An explanation of the effect of the positions on weighted caseload for the requesting counties (the LAB methodology is suggested).*

Table 1 indicates the LAB methodology's results using the modifications recommended by the Wisconsin District Attorneys Association and highlights that there will be no impact on the Milwaukee DA Office since the position authority already was approved in May 2013 for the Byrne JAG Grant (funding ended on April 30, 2017). The table uses the most current court data available (2012-2014) and the positions authorized as of February 13, 2015. It is important to note that the position need shown in the LAB methodology is a general need responding to all duties of a DA office and is not specific to a particular type of criminal activity or caseload.

2) *An assessment of similar caseload problems in counties not addressed by the request.*

Data with which to make this assessment are not available.

3) *An explanation of why the request has greater priority than similar needs existing in other counties.*

Other counties had the opportunity to apply for the funds to the extent permitted by federal law.

4) *If the request is intended to address a specific type of caseload, an explanation of why this type of caseload has a greater priority than other types.*

These funds may not be used to address types of caseloads not specifically authorized by the federal law.

FINAL 2012-2014 DISTRICT ATTORNEY OFFICE WORKLOAD ANALYSIS

DA Office	7/20/16 GPR-Funded FTE Positions*	7/20/16 Program Revenue-Funded FTE Positions*	7/20/16 Total FTE Positions*	Additional FTE Needed	Estimated Total FTE Needed	Additional FTE Needed as a % of 7/20/16 GPR-Funded FTE	Additional FTE Needed as a % of 7/20/16 Total FTE	GPR-Funded FTE as a % of Estimated Total FTE Needed	Total FTE as a % of Estimated Total FTE Needed
Adams	1.20		1.20	1.36	2.56	113.33%	113.33%	46.88%	46.88%
Ashland	2.00		2.00	0.87	2.87	43.50%	43.50%	69.69%	69.69%
Barron	3.00		3.00	3.22	6.22	107.33%	107.33%	48.23%	48.23%
Bayfield	1.00		1.00	0.90	1.90	90.00%	90.00%	52.63%	52.63%
Brown	12.00	1.00	13.00	11.46	24.46	95.50%	88.15%	49.06%	53.15%
Buffalo	1.00		1.00	0.61	1.61	61.00%	61.00%	62.11%	62.11%
Burnett	1.25		1.25	1.95	3.20	156.00%	156.00%	39.06%	39.06%
Calumet	2.00		2.00	1.01	3.01	50.50%	50.50%	66.45%	66.45%
Chippewa	5.00		5.00	1.49	6.49	29.80%	29.80%	77.04%	77.04%
Clark	2.00		2.00	0.56	2.56	28.00%	28.00%	78.13%	78.13%
Columbia	4.75		4.75	3.32	8.07	69.89%	69.89%	58.86%	58.86%
Crawford	1.00		1.00	-0.25	0.75	-25.00%	-25.00%	133.33%	133.33%
Dane	26.85	3.00	29.85	3.21	33.06	11.96%	10.75%	81.22%	90.29%
Dodge	4.00		4.00	2.12	6.12	53.00%	53.00%	65.36%	65.36%
Door	2.00		2.00	0.71	2.71	35.50%	35.50%	73.80%	73.80%
Douglas	3.50		3.50	3.07	6.57	87.71%	87.71%	53.27%	53.27%
Dunn	3.00		3.00	2.93	5.93	97.67%	97.67%	50.59%	50.59%
Eau Claire	8.00	1.00	9.00	4.46	13.46	55.75%	49.56%	59.44%	66.86%
Florence	0.50		0.50	0.39	0.89	78.00%	78.00%	56.18%	56.18%
Fond du Lac	5.00	2.00	7.00	5.44	12.44	108.80%	77.71%	40.19%	56.27%
Forest	1.00		1.00	1.91	2.91	191.00%	191.00%	34.36%	34.36%
Grant	2.00		2.00	2.09	4.09	104.50%	104.50%	48.90%	48.90%
Green	2.00		2.00	0.99	2.99	49.50%	49.50%	66.89%	66.89%
Green Lake	1.50		1.50	0.67	2.17	44.67%	44.67%	69.12%	69.12%
Iowa	1.75		1.75	0.98	2.73	56.00%	56.00%	64.10%	64.10%
Iron	1.00		1.00	-0.27	0.73	-27.00%	-27.00%	136.99%	136.99%
Jackson	2.00		2.00	1.62	3.62	81.00%	81.00%	55.25%	55.25%
Jefferson	5.30		5.30	1.83	7.13	34.53%	34.53%	74.33%	74.33%
Juneau	2.50		2.50	0.67	3.17	26.80%	26.80%	78.86%	78.86%
Kenosha	15.00	1.00	16.00	7.16	23.16	47.73%	44.75%	64.77%	69.08%
Kewaunee	1.50		1.50	-0.14	1.36	-9.33%	-9.33%	110.29%	110.29%
La Crosse	8.00		8.00	4.95	12.95	61.88%	61.88%	61.78%	61.78%
Lafayette	1.00		1.00	0.26	1.26	26.00%	26.00%	79.37%	79.37%
Langlade	1.50		1.50	1.99	3.49	132.67%	132.67%	42.98%	42.98%
Lincoln	2.00		2.00	1.44	3.44	72.00%	72.00%	58.14%	58.14%
Manitowoc	5.00		5.00	2.73	7.73	54.60%	54.60%	64.68%	64.68%
Marathon	8.50	2.50	11.00	3.60	14.60	42.35%	32.73%	58.22%	75.34%
Marinette	2.50	0.10	2.60	0.49	3.09	19.60%	18.85%	80.91%	84.14%
Marquette	1.00		1.00	0.49	1.49	49.00%	49.00%	67.11%	67.11%
Milwaukee	87.00	33.50	120.50	-21.80	98.70	-25.06%	-18.09%	88.15%	122.09%
Monroe	3.00		3.00	3.15	6.15	105.00%	105.00%	48.78%	48.78%
Oconto	2.00		2.00	0.94	2.94	47.00%	47.00%	68.03%	68.03%

Oneida	2.50		2.50	1.55	4.05	62.00%	62.00%	61.73%	61.73%
Outagamie	9.00		9.00	8.83	17.83	98.11%	98.11%	50.48%	50.48%
Ozaukee	3.00		3.00	1.66	4.66	55.33%	55.33%	64.38%	64.38%
Pepin	0.80		0.80	-0.18	0.62	-22.50%	-22.50%	129.03%	129.03%
Pierce	2.50		2.50	0.67	3.17	26.80%	26.80%	78.86%	78.86%
Polk	3.00		3.00	2.84	5.84	94.67%	94.67%	51.37%	51.37%
Portage	4.00		4.00	3.93	7.93	98.25%	98.25%	50.44%	50.44%
Price	1.00		1.00	0.09	1.09	9.00%	9.00%	91.74%	91.74%
Racine	18.00		18.00	11.23	29.23	62.39%	62.39%	61.58%	61.58%
Richland	1.80		1.80	-0.10	1.70	-5.56%	-5.56%	105.88%	105.88%
Rock	14.00		14.00	2.57	16.57	18.36%	18.36%	84.49%	84.49%
Rusk	1.50		1.50	0.52	2.02	34.67%	34.67%	74.26%	74.26%
Saint Croix	6.00		6.00	1.05	7.05	17.50%	17.50%	85.11%	85.11%
Sauk	5.00	0.80	5.80	1.36	7.16	27.20%	23.45%	69.83%	81.01%
Sawyer	2.00		2.00	1.10	3.10	55.00%	55.00%	64.52%	64.52%
Shaw/Men	3.00		3.00	2.19	5.19	73.00%	73.00%	57.80%	57.80%
Sheboygan	7.50		7.50	4.08	11.58	54.40%	54.40%	64.77%	64.77%
Taylor	1.00		1.00	0.41	1.41	41.00%	41.00%	70.92%	70.92%
Trempealeau	2.00		2.00	1.13	3.13	56.50%	56.50%	63.90%	63.90%
Vernon	2.00		2.00	-0.09	1.91	-4.50%	-4.50%	104.71%	104.71%
Vilas	2.00		2.00	1.17	3.17	58.50%	58.50%	63.09%	63.09%
Walworth	5.00		5.00	2.46	7.46	49.20%	49.20%	67.02%	67.02%
Washburn	1.25		1.25	0.96	2.21	76.80%	76.80%	56.56%	56.56%
Washington	5.00		5.00	4.08	9.08	81.60%	81.60%	55.07%	55.07%
Waukesha	14.50	2.00	16.50	7.68	24.18	52.97%	46.55%	59.97%	68.24%
Waupaca	3.50		3.50	1.36	4.86	38.86%	38.86%	72.02%	72.02%
Waushara	2.00		2.00	1.16	3.16	58.00%	58.00%	63.29%	63.29%
Winnebago	10.00		10.00	5.97	15.97	59.70%	59.70%	62.62%	62.62%
Wood	4.00		4.00	5.40	9.40	135.00%	135.00%	42.55%	42.55%
TOTALS	382.95	46.90	429.85	139.66	569.51				

*Modifications:

1) The 0.5 GPR FTE in Washburn (0.25 FTE) that also serves Burnett (0.25 FTE) is divided by the FTE shown in parentheses.

2) In Milwaukee, the total FTE used is 120.50 rather than 121.50 due to the following factor:

a) the 1.0 FTE DNA position serves the entire state; so, showing it as a Milwaukee position distorts the data.

3) In Brown the total FTE used is 13.00 rather than 14.00 due to the following factor:
a) the 1.0 ADA FTE sex predator position in Brown is excluded because it also serves approximately 20 other DA offices.
4) In Fond du Lac the total FTE used is 7.00 rather than 8.00 because the Title IV-E CHIPS/TPR position has no funding.
5) In Outagamie the total FTE used is 9.00 rather than 10.00 because the VAWA position has no funding.
6) The weighted time estimate for CHIPS cases was changed from 2.61 hours to 6.0 hours effective in the 2004-06 study, based

on a 7/04 WDAA Executive Board recommendation.
7) CHIPS extensions include permanency plan review petitions filed under s. 48.365 beginning with data for 2006.
8) Immunization cases filed by DA Offices under s. 48.13(13) are included with CHIPS cases beginning with data for 2006.

9) WDAA Executive Board authorized the following changes to the weighted time estimates beginning with the 2007-09 caseload study:
a) Increase the "reviewing case referrals that are not prosecuted" from 35 to 100 hours per year, thereby reducing hours available per prosecutor

to handle individual cases to 1162 per year.
b) Weighted time estimate for Class A and First Degree Reckless homicides changed from 100 hours each to 160 hours each.

c) Weighted time estimate for "All other Homicides" changed from 50 to 80 hours each.
d) The weighted time estimate for misdemeanors changed from 2.17 hours each to 2.91 hours each.
e) The weighted time estimate for criminal traffic changed from 1.68 hours each to 2.91 hours each.
f) Weighted time estimate for juvenile delinquency changed from 3.32 hours each to 3.44 hours each.

OFFICE OF THE DISTRICT ATTORNEY

Milwaukee County

JOHN T. CHISHOLM • District Attorney

Chief Deputy Kent L. Lovern, Deputies James J. Martin, Lovell Johnson, Jr., Jeffrey J. Altenburg, Karen A. Loebel, Elisabeth Mueller, Matthew J. Torbenson

Gale G. Shelton
David Robles
Steven H. Glamm
John M. Stolber
Thomas L. Potter
Rayann Chandler Szychinski
Carole Manchester
Brad Vorpahl
Paul Tiffin
Dennis P. Murphy
Bruce J. Landgraf
Denis J. Slingl
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Laura A. Crivello
Shawn Pompe
Kevin R. Shomin
Beth D. Zirgibel
Karen A. Vespalec
Paul C. Dedinsky
David T. Malone
Kelly L. Hedge
Rachael Stencel
Kathryn K. Sarner
Joy Hammond
Grant I. Huebner
Stephan Eduard Nolten
Claire Starling
Rebecca A. Kiefer
Kabryna L. Childs
Anthony White
Nicole D. Loeb
Erin Karshen
Lucy Kronforst
Michael J. Lonski
Paul M. Hauer
Sara Beth Hill
Jenni Spies Karas
Renee Heinitz
Karl P. Hayes
Holly L. Bunch
Megan M. Williamson
Sarah Sweeney
Kimberly D. Schoepp
Dax C. Odom
Jennifer L. Williams
Patricia I. Daugherty
Marissa Luz Burtch
Meghan C. Lindberg
Ann M. Lopez
Randy Sitzberger
Nicolas J. Heitman
Chad Wozniak
Kristin M. Schrank
Francesco G. Mineo
Hanna R. Kolberg
Joshua M. Mathy
Nicole J. Sheldon
Antonella Aleman
Jesica A. Ballenger
Matthew R. Westphal
Catelin A. Ringersma
Sara Volden Schroeder
Abbey M. DeSlato
Molly M. Schmidt
Jay R. Pucek
Danielle E. Chojnacki
Benjamin T. Lindsay
Michael Schindhelm
Brittany C. Grayson
Nathaniel E. Adamson
Sarah McNutt
Sarah J.S. Waldschmidt
Ryan T. Sanson
Jeremy R. Arn
Brandon A. Wigley
Sarra M. Klale
Zachary A. Wittchow
William T. Berens
Patrick J. Anderson
Alex Mueller
Owen Plotrowski
Alyssa Schaller
Brittany S. Kachingwe
Elizabeth A. Longo
Katherine M. Halopka-Ivery
Benjamin Verhulst
Porchia S. Lewand
Kelly J. O'Neill
Katherine Ann Seelow
Stephanie M. Chiarelli
Jennifer L. Pickett
Taylor L. Kraus
Jessica Bellows
Ian F. Vance-Curran
Daniel G. Murphy
Joshua A. Dryak
Angela D. Cunningham
Jennifer Lindeke Tate
Charles D. Kreger
May Y. Lee
Edward F. O'Brien
John Flynn
Christine M. Quinn
William G. Davidson
Gilbert F. Urfer
Philip T. Kovoor
Michael D. Phillips

August 8, 2017

Amanda Mott, Director
State Prosecutors Office
Post Office Box 7869
Madison, WI 53707-7869

Dear Ms. Mott:

We are requesting that you take the steps necessary to secure legislative approval for the creation of a new full-time position of assistant district attorney in the Milwaukee County district attorney's office to serve as an Early Intervention prosecutor.

On April 15, 2016, the John D. and Catherine T. MacArthur Foundation made a $2 million Safety and Justice Challenge grant award to Milwaukee County to reduce unnecessary incarceration in county jails.

The MacArthur grant award includes funding of $150,000, from approximately September 3, 2017, to March 2, 2019, for the salary and fringe benefits of an Early Intervention Post Booking Stabilization (EIPBS) Prosecutor, and for the prosecutor's state standard laptop computer and software.

Milwaukee County, through the chief judge of the first judicial administrative district, and the district attorney's office executed a memorandum of understanding (MOU) regarding the EIPBS prosecutor. The MOU, which includes the MacArthur Foundation grant award and agreement, the project budget, and the position description for the EIPBS Prosecutor, is enclosed.

Federal Byrne JAG Recovery Act funding, through the Wisconsin Department of Justice, provided funding for several years for an Early Intervention General Crimes Prosecutor, program code 00003, but that funding ended on April 30, 2017, and the assistant district attorney position was eliminated. The Early Intervention General Crimes Prosecutor strengthened the Milwaukee County Early Intervention program by identifying early in the criminal justice process nonviolent offenders whose criminal risk could be safely managed through community-based programming.

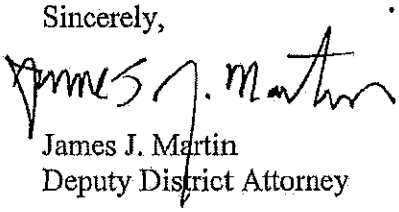
The EIPBS prosecutor will perform a similar role by identifying individuals booked into the county jail or mental health complex that suffer from a diagnosed severe and persistent illness or are in mental health crisis, and are appropriate for pre or post-booking stabilization and perhaps the Milwaukee County Early Intervention program,

SAFETY BLDG., RM. 405, 821 W. STATE STREET, MILWAUKEE, WI 53233-1485
PHONE: 414-278-4646 FAX: 414-223-1955

including diversion, deferred prosecution, the veterans' treatment initiative, the mental health treatment court pilot program, or drug treatment court.

Thank you for your consideration. If you need additional information, please contact me at 414-278-5369 or at James.Martin@da.wi.gov.

Sincerely,



James J. Martin
Deputy District Attorney

MEMORANDUM OF UNDERSTANDING
BETWEEN
MILWAUKEE COUNTY
AND
THE MILWAUKEE COUNTY DISTRICT ATTONEY'S OFFICE

A. PARTIES

This memorandum of understanding ("MOU") is hereby made and entered into by and between Milwaukee County (County), Wisconsin First Judicial Administrative District (the "Chief Judge") and the Milwaukee County District Attorney's Office (the "DA").

B. PURPOSE

The purpose of this MOU is to outline the partnership between the County and the DA to operate the Early Intervention Post Booking Stabilization Program ("EIPBS Program") under the MacArthur Foundation's Safety and Justice Challenge ("MacArthur") as well as to have the County serve as the fiscal agent for the Assistant District Attorney who will serve as the Early Intervention Post Booking Stabilization Prosecutor (the "EIPBS Prosecutor"). The purpose of the Early Intervention Program is to maximize the opportunity to support and encourage prosocial attitudes and behaviors among those who become involved in the justice system, while minimizing the potential negative consequences that may accrue to an individual involved in the system, such as social stigma, exposure to higher risk offenders, and loss of prosocial supports (family, employment, educational activities, etc.). The MacArthur Foundation Safety and Justice Challenge is established nationwide to eliminate the unnecessary use of local jails. Milwaukee County has focused its grant award on eliminating the unnecessary jailing of low-level criminal offenders with concurrent mental illness.

C. MUTUAL INTEREST OF THE PARTIES

Both the County and the DA have an interest in improving public safety outcomes for individuals facing potential prosecution in Milwaukee County. In addition, the County and the DA benefit by participating in the Early Intervention Program and MacArthur Foundation Grant by expeditiously identifying those individuals whose mental health and substance abuse issues cause them to intersect with the criminal justice system and redirecting them to the appropriate community based and/or behavioral health government funded organization to ensure appropriate treatment and medication compliance, as an effective alternative to prosecution and punishment. The Early Intervention Program and MacArthur Grant are designed to accomplish these goals.

D. AUTHORITY

The attached award letter dated April 15, 2016 from MacArthur awards funds to Chief Judge Maxine Aldridge White, Chair of the Milwaukee County Community Justice Council, for the EIPBS Prosecutor for activities relating to Post Booking Stabilization, which includes funding of $150,000. (See attached budget).

E. DISTRICT ATTORNEY'S OFFICE RESPONSIBILITIES

With the signing of this MOU, the DA agrees to the following responsibilities in carrying out the activities of the MacArthur and the Early Intervention Program (either the EIPBS Prosecutor or a representative of the DA will fulfill these duties):

- Participate in any meetings required under by the MacArthur Project
- Perform the functions and duties as described in the attached documents and hereby incorporated by reference (EIPBS Prosecutor Position Description)
- Present invoices to the Office of the Chief Judge after receipt from the State of Wisconsin in a timely manner
- Assist with the implementation and management of the EIPBS program within the MacArthur Project

The DA reserves the sole right, for any reason, to reassign the Assistant District Attorney serving as the EIPBS Prosecutor. The DA will provide adequate notification to the Chief Judge if such a situation arises. The activities of the EIPBS Prosecutor are under the direction and supervision of the DA.

F. COUNTY RESPONSIBILITIES

With the signing of this MOU, the County agrees to the following responsibilities in carrying out the activities of the MacArthur Project:

- Continue to include a representative from the DA on the MacArthur project core steering team.
- Coordinate and complete reporting requirements as defined by the MacArthur Project, including, but not limited to all MacArthur reporting, in a timely manner that ensures that the DA and State of Wisconsin are promptly reimbursed for their activities.

G. PAYMENT AND REIMBURSEMENT PROCEDURES

The State Prosecutors Office (SPO), which is a division of the state Department of Administration, will pay the grant–funded EIPBS Prosecutor bi-weekly through the state payroll system. Every three months, the SPO will prepare and mail to the DA an invoice that details the salary and fringe benefits paid to the prosecutor in the preceding three-month period. The DA will verify the accuracy of the invoice, attach payroll registers and other supporting documentation for the claim, and mail the invoice to the Office of the Chief Judge for payment by the 15th day of the succeeding month.

The Office of the Chief Judge, after receiving the quarterly invoice from the DA, will approve the invoice. A check payable to the State of Wisconsin, for the grant-funded EIPBS Prosecutor's salary and fringe benefits will be mailed to: State Department of Administration, Drawer #622, Milwaukee, WI 53293.

The Office of the Chief Judge will provide a copy of the check and supporting documentation and cover letter to: Amanda Mott, Director, State Prosecutors Office, P.O. Box 7869, Madison, WI 53707-7869, and James J. Martin, Deputy District Attorney, Milwaukee County District Attorney's Office Safety Building Room 405, 821 W State St. Milwaukee, WI 53233-1785.

In the 4th quarter of 2017, the DA will also send to the Office of the Chief Judge an invoice for the costs related to the computer with software purchased for the EIPBS Prosecutor. The Office of the Chief Judge, after receiving this invoice from the DA, will approve the invoice and approve the reimbursement to the District Attorney's Office by journal voucher, Advantage account code 450-4501-4932-D1G2.

H. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN MILWAUKEE COUNTY AND THE DA THAT:

Modification. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

Commencement/Expiration Date. This instrument is executed as of last signature and is effective through March 2, 2019, at which time it will expire unless extended by mutual consent of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

Chief Judge Maxine Aldridge White
on behalf of Milwaukee County

August 1, 2017
Date

John T. Chisholm
Milwaukee County District Attorney

8/1/2017
Date

Chris Abele
Milwaukee County Executive

7/7/17
Date

AGREEMENT

THE GRANTEE AND GRANTOR (AS SET FORTH BELOW) HEREBY AGREE AS FOLLOWS:

DATE:	April 15, 2016
GRANT NO.:	16-1601-150542-CJ
GRANTEE:	County of Milwaukee, Wisconsin 901 North 9th Street Room 306 Milwaukee, WI 53233 ("your organization")
GRANTOR:	John D. and Catherine T. MacArthur Foundation 140 South Dearborn Street, Suite 1200 Chicago, Illinois 60603-5285 (the "Foundation")
GRANT AMOUNT:	U.S. $2,000,000
PURPOSE OF GRANT:	To support participation as a core implementation site in the Safety and Justice Challenge, the Foundation's criminal justice reform initiative aimed at reducing over-incarceration by changing the way America thinks about and uses jails (the "Purpose")
FOR USE OVER THE PERIOD:	May 1, 2016 - April 30, 2018

EXPECTED PAYMENT SCHEDULE: This grant is expected to be paid in the following installment amounts (the "Payment Schedule"):

Initial Installment:	U.S. $250,000, paid in a single lump sum
Installment 2:	U.S. $750,000, paid in a single lump sum, subject to the terms set forth in Paragraph 1(C) herein
Installment 3:	U.S. $1,000,000, paid in a single lump sum, subject to the terms set forth in Paragraph 1(D) herein

WRITTEN REPORTS DUE, as may be amended from time to time upon written authorization from the Foundation (the "Due Dates"):

August 1, 2016:	Interim Report, as further described in Paragraph 1(C) herein
June 30, 2017:	Annual Report, covering the period May 1, 2016 through April 30, 2017
June 30, 2018:	Final Report, covering the period May 1, 2017 through April 30, 2018

OTHER TERMS AND CONDITIONS:

1. PAYMENT TERMS: (A) Payment of the grant funds is expected to be made as indicated in the Payment Schedule above, *provided* your organization is in compliance with all terms and conditions of this agreement at the time of each scheduled payment.

   (B) The initial installment of the grant funds will be made within thirty (30) days after receipt by the Foundation of a fully-executed copy of this agreement and all necessary tax documents. The scheduled dates of estimated payment for any subsequent installments, which dates may be amended by the Foundation from time to time, are available in the Foundation's online Grants Management System ("GMS").

   (C) Payment of the second installment and all subsequent installments of the grant funds are contingent upon the Foundation's receipt and approval, in its sole discretion, of the Interim Report, as described herein. Your organization's Interim Report should include a copy of a fully-executed Data Use Agreement ("DUA"). If your organization has not entered into the DUA by the date the Interim Report is due, your organization shall include, in such Interim Report, a narrative describing your organization's good faith efforts toward finalizing the DUA, including when the

DUA is expected to be fully-signed. The DUA is a comprehensive agreement between your organization and the City University of New York's Institute for State and Local Governance regarding the disclosure, maintenance, and use of the criminal justice-related information that your organization will provide, as part of the Safety and Justice Challenge. A draft of the DUA, in a form substantially similar to what your organization will be asked to sign, is attached hereto and incorporated herein as Exhibit 1.

(D) Payment of the third installment of the grant funds is contingent upon the Foundation's receipt and approval, in its sole discretion, of (i) the Interim Report and (ii) the annual report specified in the Due Dates above and described in Paragraphs 4(A) and 4(B) below. If the fully-executed DUA was not included in the Interim Report, payment of the third installment of the grant funds shall also be contingent on the Foundation's receipt of a fully executed DUA, which DUA should be included in the Interim Report in GMS.

2. BANK ACCOUNTS: Grant funds shall be deposited in an interest-bearing account whenever feasible. Any grant funds, and income earned thereon, not expended or committed for the purposes of the grant, will be returned to the Foundation.

3. USE OF FUNDS: (A) Under United States law, Foundation grant funds, and income earned thereon, may be expended only for charitable, religious, scientific, literary or educational purposes. This grant is made only for the Purpose stated above. It is understood that these grant funds will be used only for such Purpose, substantially in accordance with the "Final Proposal" uploaded into GMS on April 15, 2016 and the budget and budget narrative uploaded into GMS on April 8, 2016, relating thereto (the "approved budget"), subject to the terms of this agreement. Notwithstanding that the approved budget is for less than the grant amount, your organization will apply the grant funds toward the same line items set forth in the approved budget. Your organization agrees to obtain the Foundation's prior approval in writing should there be any material changes or variances to the approved budget, including the timing of expenditures, at any point during the course of this grant.

(B) Your organization confirms that this project is under its complete control. Your organization further confirms that it has and will exercise control over the process of selecting any secondary grantee or consultant, that the decision made or that will be made on any such selection is completely independent of the Foundation and, further, that there does not exist an agreement, written or oral, under which the Foundation has caused or may cause the selection of a secondary grantee or consultant.

(C) RESTRICTIONS ON USE OF FUNDS: (1) In connection with the activities to be funded under this grant, your organization acknowledges that it is responsible for complying with all relevant laws and regulations of the countries in which such activities are conducted.

(2) Your organization hereby confirms that Foundation grant funds will not be used to carry on propaganda, to lobby or otherwise attempt to influence legislation or to conduct any activities described in Sections 4945(d) and (e) of the United States Internal Revenue Code and the Treasury Regulations thereunder. Your organization further confirms that the primary purpose of undertaking the work described in your organization's proposal is not for use in lobbying. For your information, enclosed is a summary of the types of activities prohibited under Section 4945 of the United States Internal Revenue Code. Further questions regarding impermissible activities should be directed to your organization's tax or legal advisor.

(3) Your organization agrees that Foundation grant funds will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001 and Executive Order No. 13224.

4. WRITTEN REPORTS: (A) Written reports are to be furnished to the Foundation covering each year, or partial year in the instance of the Interim Report, in which your organization receives or expends any portion of the grant funds until the Foundation's grant funds, and any income earned thereon are expended in full or the grant is otherwise terminated. The written reports for this grant are due no later than the Due Dates specified on Page 1 of this agreement. The written reports should be submitted electronically through GMS.

(B) The annual and final written report should contain a narrative and financial account of what was accomplished by the expenditure of the grant funds during the period covered by the report.

The narrative account should contain a detailed description of what was accomplished by the grant, including a description of the progress made toward achieving the goals of the grant and an assurance that the activities under the grant have been conducted in conformity with the terms of the grant. The financial account should contain a financial statement reporting, in U.S. dollars, all expenditures of the grant funds and any income earned thereon during the period covered by the report.

5. INTELLECTUAL PROPERTY: (A) In countersigning this agreement, your organization acknowledges that it has read the Foundation's Policy Regarding Intellectual Property Arising Out of Foundation Grants (the "Policy"; Attachment I hereto). Except as may otherwise be provided herein, all copyright interest in materials produced as a result of this grant (the "Grant Work Product") shall be owned by your organization and made available consistent with the terms of the Policy. To effect the widest possible distribution of the Grant Work Product and to ensure that it furthers charitable purposes and benefits the public, your organization hereby grants to the Foundation a non-exclusive, transferable, perpetual, irrevocable, royalty-free, paid-up, worldwide license to use, display, perform, reproduce, publish, copy, and distribute, for non-commercial purposes, the Grant Work Product and any other work product arising out of or resulting from your organization's use (including digital, electronic or other media) of these funds, including all intellectual property rights appurtenant thereto, and to sublicense to third parties the rights described herein. Without limiting the foregoing, such license includes the right of the Foundation to publish the Grant Work Product on the Foundation's website in connection with the Foundation's work with and support of your organization, and for use in periodic public reports, press releases, and fact sheets about the Foundation's grantmaking. Your organization further acknowledges and agrees, at the Foundation's request, to execute any additional documents necessary to effect such license.

   (B) To the extent that, as part of any arrangement with any subcontractor, subgrantee, or other party working on matters related to this grant and receiving the benefit of the grant funds (a "Third Party"), the intellectual property rights in the Grant Work Product is to be owned by such Third Party, your organization agrees to require that the Foundation be granted a license in such Grant Work Product in a form reasonably acceptable to the Foundation.

   (C) Except as stated in Paragraph 5(A) herein, and as you may be otherwise notified by the Foundation, it is the Foundation's policy not to ordinarily use the license granted herein if the Grant Work Product is otherwise made widely available through a means and on terms (including any cost to the public and timeliness of publication) satisfactory to the Foundation. Under the Foundation's Policy, the Foundation will consider also releasing such license at the request of your organization if it is demonstrated to the Foundation's satisfaction that such release is necessary in connection with a publication or distribution plan that will make the Grant Work Product widely available at a reasonable or little cost, such as through scholarly publication, open access journals, or use of a suitable Creative Commons license.

6. USE OF NAME: Your organization acknowledges that the name and mark "John D. and Catherine T. MacArthur Foundation" and all variations thereof and any other names and marks comprising the name or mark "MacArthur" (the "MacArthur Name"), are the sole and exclusive property of the Foundation, that any and all uses of the MacArthur Name by your organization shall inure solely to the benefit of the Foundation, and that your organization shall not acquire any right, title or interest in any MacArthur Name. All uses of any MacArthur Name by your organization in any manner shall be subject to inspection by and approval of the Foundation, which approval may be granted or withheld in the sole and absolute discretion of the Foundation. Upon termination of this agreement, or at the request of the Foundation at any time, your organization shall immediately discontinue and forever thereafter desist from any and all use of any MacArthur Name and shall either destroy or deliver to the Foundation, at no charge to the Foundation, stationery, brochures, proposed paid media and other similar materials bearing any MacArthur Name that then are in the possession or control of your organization.

7. PUBLICATIONS: Two copies of any publications produced or disseminated wholly or in part with these grant funds will be furnished to the Foundation. Unless otherwise notified by the Foundation, such publications should include a simple acknowledgment of the grant support from the Foundation.

8. EVALUATING OPERATIONS: The Foundation may monitor and conduct an evaluation of operations under this grant, which may include a visit from Foundation personnel to observe your

organization's program, discuss the program with your organization's personnel, and review financial and other records and materials connected with the activities financed by this grant.

9. FOUNDATION GRANT REPORTS: The Foundation may include basic information about this grant through a variety of public channels, including press releases, publications, videos, social media, and the Foundation's website. If there are special considerations concerning the public announcement of this grant at your organization, if you plan to issue a public announcement of the grant, or if you would like to coordinate a public announcement of the grant with the Foundation's announcement, please reach out to the Foundation's Office of Public Affairs.

10. RIGHT TO DISCONTINUE FUNDING, RESCIND PAYMENTS, AND REQUIRE RETURN OF UNSPENT FUNDS: The Foundation may, in its sole discretion, discontinue or suspend funding, rescind payments made or demand return of any unspent funds based on any of the following: (a) the written reports required herein are not submitted to the Foundation on a timely basis, (b) the reports do not comply with the terms of this agreement or fail to contain adequate information to allow the Foundation to determine the funds have been used for their intended charitable purposes, (c) grant funds have not been used for their intended charitable purposes or have been used inconsistent with the terms of this agreement, (d) the Foundation is not satisfied with the progress of the activities funded by the grant, (e) the purposes for which the grant was made cannot be accomplished, (f) making any payment might, in the judgment of the Foundation, expose the Foundation to liability, adverse tax consequences, or constitute a taxable expenditure, or (g) failure to timely execute the DUA. The Foundation will provide notice of any determinations made under this paragraph. In the event the Foundation takes action permitted by this paragraph solely based on (d) and (e), and your organization provides documentation that it has incurred obligations consistent with the terms of the grant in good faith reliance on the grant agreement and the approved budget, the Foundation will consider in good faith permitting grant funds to be used to pay such obligations.

11. RIGHT TO RECOVER SPENT FUNDS: Your organization will repay the Foundation, upon demand, the amount of any funds spent for purposes inconsistent with or contrary to the grant agreement or the approved budget.

12. U.S. TAX STATUS: By countersigning this agreement, your organization confirms that it is a governmental entity. If such status changes during the course of this grant, your organization hereby agrees to notify the Foundation and, upon request, promptly return any unspent grant funds to the Foundation as of the date of such change.

13. MODIFICATION OF TERMS: The terms of this agreement may be modified only by an agreement signed by an officer of your organization and a corporate officer of the Foundation. Any modifications made by your organization to this printed agreement (whether handwritten or otherwise) will not be considered binding on the Foundation until written confirmation of such modification is obtained from the Foundation.

14. HEADINGS: The section headings in this agreement are for convenience only and are not intended, and shall not be construed, to alter, limit or enlarge in any way the scope or meaning of the language contained in this agreement.

15. ENTIRE AGREEMENT: This agreement represents the entire agreement between your organization and the Foundation with respect to the subject matter herein and supersedes any and all prior agreements, understandings, negotiations, representations and discussions with respect thereto. This agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

16. DUE AUTHORITY: The person(s) signing this agreement on behalf of your organization represents and warrants to the Foundation that s/he is an officer of your organization and

has requisite legal power and authority to execute this agreement on behalf of your organization and bind your organization to the obligations herein.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the day and date first written above.

JOHN D. AND CATHERINE T. MacARTHUR FOUNDATION

By: _____
Joshua J. Mintz
Its: Vice President and General Counsel

COUNTY OF MILWAUKEE, WISCONSIN

By: Marvin A. White
Signature
Its: Chief Judge
Title
Acceptance Date: 05/27/2016

To facilitate receipt of the grant funds, complete the following and return the fully-signed agreement electronically using the Foundation's Grants Management System.

Payment should be made payable to COUNTY OF MILWAUKEE, WISCONSIN

Please provide mailing instructions below for the remittance or complete, sign and return the MacArthur Electronic Payment Authorization Form, which can be downloaded from the Document Library of the Foundation's Grants Management System. Please note that bank fees may be charged to the recipient by the bank(s) processing the wire transfer.

Contact Name: Stephanie Garbo
Title: Judicial Operations Manager
Organization: Milwaukee County Combined Courts
Address: 901 N 9th St. Clerk of Courts Rm. 104
Milwaukee, WI 53233
Phone (optional): 414-278-5398
E-Mail (optional): stephanie.garbo@wicourts.gov

EIPBS Assistant District Attorney
18-Month Budget
September 3, 2017 to March 2, 2019

Salary	$	96,850
FICA @ 7.65%	$	7,409
Retirement @ 11.9%	$	11,525
Family Health, Life, and ST Disability @ 33%	$	31,959
State Standard Laptop, Monitor, Docking Station, Software	$	2,257
Total	**$**	**150,000**

Early Intervention Post Booking Stabilization Prosecutor

While any criminal justice stakeholder can refer a defendant for Diversion or DPA, the District Attorney's Office is best positioned, working with screeners and a Post Booking Stabilization Coordinator ("PBS Coordinator) in the jail, to identify Diversion/DPA candidates early in the justice process. The DA's Office is also the key decision maker with respect to selecting candidates for these programs.

The Milwaukee County District Attorney's Office ("MCDAO") currently has one full-time Assistant District Attorney, the Early Intervention Drug Crimes Prosecutor or "EIDC Prosecutor," dedicated to reviewing drug cases presented by law enforcement to the MCDAO's Office Violent Crimes Unit for eligibility for Early Intervention Programs. The EIDC Prosecutor is currently funded by the Milwaukee High Intensity Drug Trafficking Area ("HIDTA").

Since June of 2013, the MCDAO has also had one full-time Assistant District Attorney funded through a Wisconsin Department of Justice JAG grant to serve as the Early Intervention General Crimes Prosecutor or the "EIGC Prosecutor." The EIGC Prosecutor has been dedicated to reviewing cases presented by law enforcement to the MCDAO's General Crimes Unit for eligibility for Early Intervention Programs. Unfortunately, grant funding for the EIGC Prosecutor expired at the end of April, 2017.

To support the expansion of Early Intervention Programs in Milwaukee County through the identification of those individuals booked into the jail or at the Mental Health Complex that suffer from a diagnosed severe and persistent illness or are in mental health crisis, the MacArthur Foundation Safety and Justice Challenge is funding a second full time-prosecutor position dedicated to identifying individuals that fit the above-referenced criteria that are appropriate for pre or post-booking stabilization and perhaps ultimately the Early Intervention Program. The proposed Early Intervention Post Booking Stabilization Prosecutor ("EIPBS" Prosecutor) will review cases in the DA's Office General Crimes Unit each day, Monday through Friday, to identify general crime unit cases (includes most misdemeanor offenses as well as all property and fraud felony offenses) that may be eligible for post-booking stabilization and, in many cases, Milwaukee County's Early Intervention Program, including Diversion, Deferred Prosecution, the Veteran's Treatment Initiative, the Mental Health Treatment Court Pilot Program or Drug Treatment Court. The EIPBS Prosecutor will also work closely with the MacArthur Foundation grant funded PBS Coordinator as well as the EIVC Prosecutor to identify appropriate cases for post booking stabilization and Early Intervention.

To maximize the skills necessary to handle the requirements of this position, the EIPBS Prosecutor position will be staffed by an experienced Assistant District Attorney with extensive courtroom and community experience related to EIP, with salary and benefits totaling no more than $100,000.