

# State of Wisconsin

SENATE CHAIR  
**Alberta Darling**

317 East, State Capitol  
P.O. Box 7882  
Madison, WI 53707-7882  
Phone: (608) 266-5830



ASSEMBLY CHAIR  
**John Nygren**

309 East, State Capitol  
P.O. Box 8593  
Madison, WI 53708-8953  
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 on October 6, 2017, pursuant to s. 16.515/16.505(2), Stats., on behalf of the Office of the State Public Defender.

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  
Fax (608) 267-3842

**Date:** October 6, 2017  
**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)

OCT 06 2017  
J. Finance

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:

<u>AGENCY</u>	<u>DESCRIPTION</u>	<u>2017-18</u>		<u>2018-19</u>	
		<u>AMOUNT</u>	<u>FTE</u>	<u>AMOUNT</u>	<u>FTE</u>
OSPD 20.550(1)(g)	Gifts, grants, and proceeds		1.0*		1.0*

\* Project position ending 3/30/2019.

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

**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:**

<u>AGENCY</u>	<u>DESCRIPTION</u>	<u>2017-18</u>		<u>2018-19</u>	
		<u>AMOUNT</u>	<u>FTE</u>	<u>AMOUNT</u>	<u>FTE</u>
OSPD 20.550(1)(g)	Gifts, grants, and proceeds		1.0*		1.0*

\* Project position ending 3/30/2019.

**AGENCY REQUEST:**

<u>AGENCY</u>	<u>DESCRIPTION</u>	<u>2017-18</u>		<u>2018-19</u>	
		<u>AMOUNT</u>	<u>FTE</u>	<u>AMOUNT</u>	<u>FTE</u>
OSPD 20.550(1)(g)	Gifts, grants, and proceeds		1.0**		1.0**

\*\* Project position ending 3/30/2019.

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  
Voice (608) 266-1736  
Fax (608) 267-0372  
TTY (608) 267-9629

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**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 Office of the State Public Defender to Create a 1.0 FTE Program Revenue Assistant State Public Defender Project Position.

**Request:**

The Office of the State Public Defender requests the creation of a 1.0 FTE program revenue assistant state public defender project position. Position authority is requested through March 30, 2019.

**Revenue Sources for Appropriation(s):**

The revenue source for the position in the gifts, grants and proceeds appropriation under s. 20.550(1)(g) 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 grant award will be used to reimburse the salary costs, fringe benefit costs and laptop and software costs for the assistant state public defender project position.

**Background:**

The proposed project position funded by the MacArthur Foundation grant would be an early intervention postbooking stabilization defender. The proposed early intervention postbooking stabilization defender 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 early intervention postbooking stabilization defender would then take those identified individuals and make referrals for diversion and deferred prosecution treatment to the early intervention postbooking stabilization prosecutor. 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 defender position to recommend to the early intervention postbooking stabilization prosecutor 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; as well as (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. Of the \$2,000,000 MacArthur Foundation grant award, \$150,000 is allocated to the Office of the State Public Defender to cover salary costs, fringe benefit costs, and laptop and software costs for an assistant state public defender for a period of 18 months. It should be noted that the Milwaukee County District Attorney's Office has also been allocated \$150,000 from the \$2,000,000 grant to cover costs associated with an assistant district attorney whose responsibilities would mirror those of the proposed position.

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

Scott A. Neitzel, Secretary  
Page 4  
September 27, 2017

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 State Public Defender

17 S. Fairchild St. - 5<sup>th</sup> Floor  
PO Box 7923 Madison, WI 53707-7923  
Office Number: 608-266-0087 / Fax Number: 608-267-0584  
[www.wisspd.org](http://www.wisspd.org)

**Kelli S. Thompson**  
State Public Defender

**Michael Tobin**  
Deputy State  
Public Defender

September 12, 2017

Mr. Waylon Hurlburt, Director  
State Budget Office  
Department of Administration  
P.O. Box 7864  
Madison, WI 53707-7864

Dear Director Hurlburt,

Under Wis. Stat. s. 16.505, the State Public Defender (SPD) requests authority to create a 1.0 FTE grant funded assistant state public defender position under s. 20.550(1)(g).

On April 15, 2016, the MacArthur Foundation awarded a \$82 million grant to Milwaukee County. The grant includes \$150,000 to create an Early Intervention Post Booking Stabilization (EIPBS) Public Defender position to be located in the Milwaukee Trial office of the State Public Defender; the grant creates an identical position in the DA's office. The award letter is enclosed.

The EIPBS Public Defender will work to identify individuals booked into the jail or placed at the Mental Health Complex who suffer from a diagnosed severe and persistent mental illness or who are experiencing a mental health crisis. The EIPBS Public Defender will meet with clients who may be eligible for post booking stabilization services and make recommendations to the EIPBS Prosecutor for referral of these persons to a diversion or deferred prosecution treatment program.

The goal of Post Booking Stabilization is to identify individuals whose mental health and substance abuse issues cause them to intersect with the criminal justice system and to redirect them to the appropriate community-based and/or behavioral health organization to ensure appropriate treatment and medication compliance while also holding the individual accountable to the community.

In addition, there has been a significant demand for court-ordered treatment to competency exams, which has outgrown the capacity of the state Department of Health Services. In his 2017-19 budget proposal, the Governor requested \$14.4 million and 73 new positions at Mendota Mental Health Institute based on increased demand for court-ordered inpatient services and \$3.8 million for outpatient competency exams, conditional and supervised release, and treatment to competency programs. Post Booking Stabilization would intervene to divert people prior to requiring treatment to competency services from the Department of Health Services.

The project period for the EIPBS Public Defender funded by the \$150,000 MacArthur Foundation grant is from September 12, 2017 - March 30, 2019.

Assuming an effective date of October 1, 2017, the estimated cost for FY 2018 and FY 2019 is as follows:

September 12, 2017

**FY 2018**

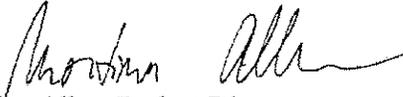
1.0	Assistant State Public Defender (ASPD)	
	Salary \$30.18/hr.	\$43,462
	Fringe Benefits	\$27,788
	Supplies & Services	<u>\$5,000</u>
	<b>TOTAL</b>	<b>\$76,250</b>

**FY 2019**

1.0	Assistant State Public Defender (ASPD)	
	Salary \$30.18/hr.	\$43,462
	Fringe Benefits	\$27,788
	Supplies & Services	<u>\$2,500</u>
	<b>TOTAL</b>	<b>\$73,750</b>

Thank you for your consideration of this request. If you have any questions, please contact me at (608) 267-0311.

Sincerely,



Martina Allen, Budget Director  
Office of the State Public Defender

Enc.

Cc: Caitlin Frederick  
Andy Potts  
Adam Plotkin  
Jennifer Bias  
Tom Reed

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
MILWAUKEE COUNTY  
AND  
THE MILWAUKEE TRIAL OFFICE OF THE STATE PUBLIC DEFENDER**

**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 Office of the State Public Defender (the "SPD").

**B. PURPOSE**

The purpose of this MOU is to outline the partnership between the County and the SPD 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 State Public Defender Attorney who will serve as the Early Intervention Post Booking Stabilization Defense Attorney (the "EIPBS Defense Attorney"). 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 SPD have an interest in improving public safety outcomes for individuals facing potential prosecution in Milwaukee County. In addition, the County and the SPD 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 Defense Attorney for activities relating to Post Booking Stabilization, which includes funding of \$150,000. (See attached budget).

#### E. STATE PUBLIC DEFENDER'S OFFICE RESPONSIBILITIES

With the signing of this MOU, the SPD agrees to the following responsibilities in carrying out the activities of the MacArthur and the Early Intervention Program (either the EIPBS Defense Attorney or a representative of the SPD 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 Defense Attorney 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 SPD reserves the sole right, for any reason, to reassign the Assistant State Public Defender serving as the EIPBS Defense Attorney. The SPD will provide adequate notification to the Chief Judge if such a situation arises. The activities of the EIPBS Defense Attorney are under the direction and supervision of the SPD.

#### 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 SPD 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 SPD and State of Wisconsin are promptly reimbursed for their activities.

#### G. PAYMENT AND REIMBURSEMENT PROCEDURES

The SPD, which is an independent state agency, will pay the grant-funded EIPBS Defense Attorney bi-weekly through the state payroll system. Every three months, the SPD will prepare and mail an invoice that details the salary and fringe benefits paid to the SPD Defense Attorney in the preceding three-month period. The SPD will attach payroll registers and other supporting documentation for the claim and will send the invoice to the Office of the Chief Judge for payment by the 15<sup>th</sup> day of the succeeding month.

The Office of the Chief Judge, after receiving the quarterly invoice from the SPD, will approve the invoice. A check payable to the State of Wisconsin, for the grant-funded EIPBS Defense Attorney's salary and fringe benefits will be mailed to: P.O. Box 7923, Madison, WI 53707-7923.

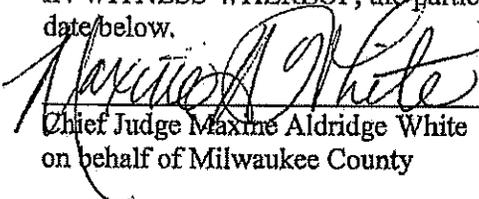
In the 4th quarter of 2017, the SPD will also send to the Office of the Chief Judge an invoice for the costs related to the computer with software purchased by the SPD for the EIPBS Defense Attorney. The Office of the Chief Judge, after receiving this invoice from the SPD, will approve the invoice. Payment made to the State of Wisconsin and mailed to: P.O. Box 7923, Madison, WI 53707-7923.

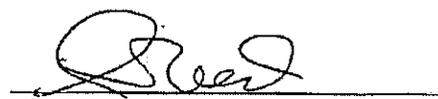
H. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN MILWAUKEE COUNTY AND THE SPD THAT:

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.

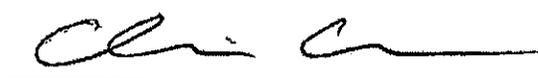
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

  
Chief Judge Maxine Aldridge White  
on behalf of Milwaukee County

  
Thomas Reed  
Regional Attorney Manager  
Milwaukee Trial Division of the  
State Public Defender

August 1, 2017  
Date

August 1, 2017  
Date

  
Chris Abele  
Milwaukee County Executive

7/7/17  
Date

### *Early Intervention Post Booking Stabilization State Public Defender Attorney*

In April 2016, Milwaukee County was awarded a \$2 million Implementation Grant from the MacArthur Foundation Safety and Justice Challenge to reduce unnecessary use of its local jail. The award expands Milwaukee County's existing Early Intervention Program and creates a "Post Booking Stabilization" program to assist individuals with serious and persistent mental illness who are facing criminal charges.

Milwaukee County's Early Intervention Program is collaborative among the Milwaukee County District Attorney's office ("DA"), the Pretrial Services agencies under the supervision of the Milwaukee County Office of the Chief Judge, Wisconsin First Judicial Administrative District ("Chief Judge"), and the Office of the State Public Defender ("SPD"). Through this program, individuals facing prosecution are identified by the DA for early negotiated resolution of their criminal liability tied to appropriate interventions to reduce the potential for future involvement with the criminal justice system.

Under the new Early Intervention Post Booking Stabilization ("EIPBS") program, there will be a prompt identification of individuals booked into the jail who suffer from a diagnosed serious and persistent mental illness. These individuals will be eligible for release from jail pre-charging and subject to a care coordination plan to stabilize them in the community. The MacArthur Foundation Grant will fund an attorney position dedicated to working with any eligible individual who meets the criteria for Post Booking Stabilization.

The EIPBS SPD attorney will be responsible for providing representation to any eligible client identified through the Post Booking Stabilization process as having a need for specialized mental health services. Representation will include negotiating appropriate conditions on behalf of clients to resolve potential charges. It is assumed that this attorney will have a strong mastery of community mental health programming, low income housing programs, and other services required by clients served by Post Booking Stabilization. The SPD attorney will be responsible to follow up with clients in this program to assist in their successful completion of any activities required to resolve their potential or actual criminal charges. The SPD attorney assigned will attend all meetings related to Post Booking Stabilization and will work closely with the other MacArthur-Foundation-funded positions including the PBS coordinator and Early Intervention Program team.

AGREEMENT

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

DATE: April 16, 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 those grant funds will be used only for such Purpose, substantially in accordance with the "Final Proposal" uploaded into GMS on April 16, 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 grantees 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 1 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.  
MCCARTHRU FOUNDATION

By: [Signature]  
Joshua J. Mintz  
Its: Vice President and General Counsel

COUNTY OF MILWAUKEE, WISCONSIN

By: [Signature]  
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 9<sup>th</sup> St. Clerk of Courts Rm. 104  
Milwaukee, WI 53233  
Phone (optional): 414-278-5398  
E-Mail (optional): Stephanie.garbo@wlcourts.gov