

# State of Wisconsin

SENATE CHAIR  
**Alberta Darling**

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ASSEMBLY CHAIR  
**John Nygren**

308 East, State Capitol  
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## Joint Committee on Finance

### MEMORANDUM

To: Members  
Joint Committee on Finance

From: Senator Alberta Darling  
Representative John Nygren

Date: March 27, 2019

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

Attached is a copy of a request from the Department of Administration, received March 27, 2019, pursuant to s. 16.515/16.505(2), Stats.

Please review the material and notify **Senator Darling** or **Representative Nygren** no later than **Monday, April 15, 2019**, 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



STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION

Tony Evers, Governor  
Joel Brennan, Secretary

**Date:** March 27, 2019

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

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

**From:** Joel T. Brennan, Secretary  
Department of Administration

*JTB*

MAR 27 2019

*J. Finance*

**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:

AGENCY	DESCRIPTION	2017-18		2018-19	
		AMOUNT	FTE	AMOUNT	FTE
DA 20.475(1)(h)	Gifts and grants				2.0*

\* Project positions ending 12/31/2020.

As provided in s. 16.515, the request(s) will be approved on April 17, 2019 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:** March 25, 2019  
**To:** Brian Pahnke  
**From:** Maggie Hamer  
**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>
DAs 20.475(1)(h)	Gifts and grants				2.0*

\* Positions ending 12/31/2020.

**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>
DAs 20.475(1)(h)	Gifts and grants				2.0*

\* Positions ending 12/31/2020.

BP APPROVAL BP (FORWARD TO GAIL TAPPEN)



STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION

Tony Evers, Governor  
Joel Brennan, Secretary  
Brian Pahnke, Administrator

**Date:** March 25, 2019

**To:** Joel Brennan, Secretary  
Department of Administration

**From:** Maggie Hamer  
Executive Policy and Budget Analyst

**Subject:** Request Under s. 16.505(2) from the Milwaukee County District Attorney to Extend Two 1.0 FTE Program Revenue Assistant District Attorney Project Positions.

**Request:**

The Department of Administration, on behalf of the Milwaukee County District Attorney's Office, requests the extension of two 1.0 FTE program revenue assistant district attorney project positions. Position authority is requested through December 31, 2020, for both positions.

**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 John D. and Catherine T. MacArthur Foundation Safety and Justice Challenge grant award to the Milwaukee County District Attorney's Office through 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 would reimburse the salary and fringe benefit costs for the assistant district attorney project position from the grant award.

**Background:**

On April 15, 2016, Milwaukee County was awarded a MacArthur Foundation Safety and Justice Challenge grant to reduce unnecessary incarceration in county jails. This included funds for the salary and fringe benefits of an Early Intervention Post Booking Stabilization Prosecutor. The prosecutor position was approved by the Joint Committee on Finance in October 2017 and expired on March 2, 2019. An additional Early Intervention Post Booking Stabilization Prosecutor was approved by the Joint Committee on Finance on August 13, 2018. The additional position was created to help the initial prosecutor work through a larger than expected caseload. This position is set to expire December 31, 2019.

The Early Intervention Post Booking Stabilization Prosecutors both serve similar roles. They have been 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 post-booking stabilization and perhaps the Milwaukee County early intervention programming. The prosecutors also review the cases referred to the District Attorney's general crimes unit which includes most misdemeanors, theft and felony level property offenses.

The Early Intervention Post Booking Stabilization Prosecutors work to further Milwaukee County's Early Intervention Strategy, which is designed to reduce long-term recidivism by diverting eligible, nonviolent offenders from the criminal justice system into effective community-based programming. To ensure that offenders receive the interventions most likely to reduce 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 the program conditions are prosecuted for their charges. According to the Milwaukee County District Attorney's Office, 451 individuals were served in 2016 diverting 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. 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, diverting 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, diverting 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.

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 who 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 Milwaukee County District Attorney's Office has received two separate awards from the same grant to fund the two Early Intervention Post Booking Stabilization Prosecutors. The first award was for \$150,000 and funded a 1.0 FTE project position from approximately September 3, 2017, through March 2, 2019. The second award was for \$134,400 and funds an additional 1.0 FTE project position which began on August 13, 2018, and ends December 31, 2019.

The MacArthur Foundation has evaluated the early intervention program's achievements and has entered into another agreement with the Milwaukee County District Attorney's Office to extend grant funding for both project positions. The renewed grant would include \$175,000 to fund 22 additional months for the position that expired in March and \$100,000 to fund an additional 12 months for the position that will expire in December.

The funds for these positions would be monitored closely and should a shortfall occur, the positions would be vacated. In addition, at the end of the grant period, if the grant was not renewed and a new funding source was not procured, the position would be vacated.

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.

Joel Brennan, Secretary  
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The State Budget Office received the request on January 10, 2019, prior to the original expiration date of March 2, 2019, for the first project position. There is precedent for approving an extension if the request was received prior to the project position expiration date, even if the date through which the original position was approved has passed.

**Recommendation:**

Approve the request.



STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION

Tony Evers, Governor  
Joel Brennan, Secretary  
James M. Langdon, Administrator

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DATE: January 10, 2018

TO: Brian Pahnke, Administrator  
Division of Executive Budget and Finance

FROM: Kasey Deiss, 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 continue 2.0 FTE program revenue project positions in Department 475, District Attorneys.

Thank you for your attention to this matter.

Attachment

January 10, 2019

John D. and Catherine T. MacArthur Foundation Safety and Justice Challenge Grant Milwaukee County 2.0 FTE Early Intervention Post Booking Stabilization (EIPBS) Prosecutors  
s.16.505 Request

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**DEPARTMENT OF ADMINISTRATION REQUEST UNDER S. 16.505 FOR  
POSITION AUTHORIZATION**

**I. REQUEST**

The Department of Administration (DOA) on behalf of the Milwaukee County District Attorney's Office, requests, under s.16.505, the extension of 2.0 FTE program revenue (PR) assistant district attorney (ADA) project positions with current end dates of March 2, 2019 (position 1) and December 31, 2019 (position 2) to a new joint end date of December 31, 2020 for both positions. These positions are assigned to internal program code 10017 and both serve as Early Intervention prosecutors in the Milwaukee DA office. If approved, the positions will continue to 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 included \$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. A request for the creation of this position was submitted by DOA on September 27, 2017 and approved by the Joint Committee on Finance on October 27, 2017.

Owing to the initial success of the EIPBS program and a larger than anticipated eligibility pool a second EIPBS was funded via \$134,400 grant from the MacArthur Foundation. The second position was approved for creation by Joint Finance on August 13, 2018.

The EIPBS prosecutor positions strengthen the Milwaukee County Early Intervention program by identifying – early in the criminal justice process – nonviolent offenders whose criminal risk can be safely managed through community-based programming. EIPBS prosecutors identify individuals booked into the county jail or mental health complex who either suffer from a diagnosed severe and persistent illness or are in mental health crisis. Such persons are then evaluated for pre-booking or post booking stabilization and potentially the Milwaukee County Early Intervention program. This includes program such as diversion, deferred prosecution, the veterans' treatment initiative, the mental health treatment court pilot program and the drug treatment court. The strategies represented by these programs allow for the best use of criminal justice system resources by reducing the cost of processing cases for those who present a diminished risk to the community at large. This in turn makes additional time and resources available to focus on those who represent a much greater threat to society.

The MacArthur Foundation has evaluated the program's achievements thus far and has entered into an agreement with the Milwaukee County District Attorney's Office to extend grant funding

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John D. and Catherine T. MacArthur Foundation Safety and Justice Challenge Grant Milwaukee County 2.0 FTE Early Intervention Post Booking Stabilization (EIPBS) Prosecutors  
s.16.505 Request

for both EIPBS positions through December 31, 2020. The breakdown of the provided funding is \$175,000 for 22 additional months of EIPBS position 1 and \$100,000 for 12 additional months of EIPBS position 2.

### **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 \$275,000 in funding has been awarded through December 31, 2020. Available funding will be closely monitored, and the position will be vacated if a funding shortfall occurs.

### **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 prosecutors' state standard laptop computer and software, for the State-paid ADA positions 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 the impact on the Milwaukee DA Office. The table uses the most current court data available and the positions authorized as of August 9, 2018. 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 is not available.

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

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John D. and Catherine T. MacArthur Foundation Safety and Justice Challenge Grant Milwaukee County 2.0 FTE Early Intervention Post Booking Stabilization (EIPBS) Prosecutors  
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Other counties had the opportunity to apply for the funds to the extent permitted by the terms of the granting body.

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 be used to address case types that benefit from early intervention namely nonviolent offenders whose criminal risk can be safely managed through community-based programming.

**FINAL 2015-2017 DISTRICT ATTORNEY OFFICE WORKLOAD ANALYSIS**

DA Office	8/9/18 GPR- Funded FTE Positions*	8/9/18 Program Revenue- Funded FTE Positions*	8/9/18 Total FTE Positions*	Additional FTE Needed	Estimated Total FTE Needed	Additional FTE Needed as a % of 8/9/18 GPR- Funded FTE	Additional FTE Needed as a % of 8/9/18 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	2.27	3.47	189%	189%	35%	35%
Ashland	2.00		2.00	1.29	3.29	65%	65%	61%	61%
Barron	3.00		3.00	2.90	5.90	97%	97%	51%	51%
Bayfield	1.00		1.00	0.89	1.89	89%	89%	53%	53%
Brown	12.00	1.00	13.00	12.76	25.76	106%	98%	47%	50%
Buffalo	1.00		1.00	0.85	1.85	85%	85%	54%	54%
Burnett	1.25		1.25	2.19	3.44	175%	175%	36%	36%
Calumet	2.00		2.00	1.28	3.28	64%	64%	61%	61%
Chippewa	5.00		5.00	2.41	7.41	48%	48%	67%	67%
Clark	2.00		2.00	0.21	2.21	11%	11%	90%	90%
Columbia	4.75		4.75	3.77	8.52	79%	79%	56%	56%
Crawford	1.00		1.00	0.02	1.02	2%	2%	98%	98%
Dane	26.85	2.00	28.85	4.93	33.78	18%	17%	79%	85%
Dodge	4.00		4.00	2.16	6.16	54%	54%	65%	65%
Door	2.00		2.00	0.16	2.16	8%	8%	93%	93%
Douglas	3.50		3.50	3.73	7.23	107%	107%	48%	48%
Dunn	3.00		3.00	3.14	6.14	105%	105%	49%	49%
Eau Claire	8.00	1.00	9.00	7.18	16.18	90%	80%	49%	56%
Florence	0.50		0.50	-0.11	0.39	-22%	-22%	128%	128%
Fond du Lac	5.00	2.00	7.00	4.56	11.56	91%	65%	43%	61%
Forest	1.00		1.00	1.07	2.07	107%	107%	48%	48%
Grant	2.00		2.00	1.29	3.29	65%	65%	61%	61%
Green	2.00		2.00	0.83	2.83	42%	42%	71%	71%
Green Lake	1.50		1.50	1.08	2.58	72%	72%	58%	58%
Iowa	1.75		1.75	1.59	3.34	91%	91%	52%	52%
Iron	1.00		1.00	-0.26	0.74	-26%	-26%	135%	135%
Jackson	2.00		2.00	1.58	3.58	79%	79%	56%	56%
Jefferson	5.30		5.30	2.41	7.71	45%	45%	69%	69%
Juneau	2.50		2.50	0.82	3.32	33%	33%	75%	75%
Kenosha	15.00	1.00	16.00	6.75	22.75	45%	42%	66%	70%
Kewaunee	1.50		1.50	-0.25	1.25	-17%	-17%	120%	120%
La Crosse	8.00		8.00	5.78	13.78	72%	72%	58%	58%
Lafayette	1.00		1.00	0.37	1.37	37%	37%	73%	73%

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Langlade	1.50		1.50	2.16	3.66	144%	144%	41%	41%
Lincoln	2.00		2.00	1.61	3.61	81%	81%	55%	55%
Manitowoc	5.00		5.00	4.71	9.71	94%	94%	51%	51%
Marathon	8.50	2.50	11.00	6.73	17.73	79%	61%	48%	62%
Marquette	3.00		3.00	0.00	3.00	0%	0%	100%	100%
Marquette	1.00		1.00	0.46	1.46	46%	46%	68%	68%
<b>Milwaukee</b>	<b>87.00</b>	<b>27.50</b>	<b>114.50</b>	<b>-15.24</b>	<b>99.26</b>	<b>-18%</b>	<b>-13%</b>	<b>88%</b>	<b>115%</b>
Monroe	3.00		3.00	4.25	7.25	142%	142%	41%	41%
Oconto	2.00		2.00	0.59	2.59	30%	30%	77%	77%
Oneida	2.50		2.50	1.93	4.43	77%	77%	56%	56%
Outagamie	9.00		9.00	8.10	17.10	90%	90%	53%	53%
Ozaukee	3.00		3.00	2.90	5.90	97%	97%	51%	51%
Pepin	0.80		0.80	-0.17	0.63	-21%	-21%	127%	127%
Pierce	2.50		2.50	1.80	4.30	72%	72%	58%	58%
Polk	3.00		3.00	2.07	5.07	69%	69%	59%	59%
Portage	4.00		4.00	2.80	6.80	70%	70%	59%	59%
Price	1.00		1.00	0.13	1.13	13%	13%	88%	88%
Racine	18.00		18.00	13.49	31.49	75%	75%	57%	57%
Richland	1.80		1.80	0.05	1.85	3%	3%	97%	97%
Rock	14.00		14.00	2.30	16.30	16%	16%	86%	86%
Rusk	1.50		1.50	0.82	2.32	55%	55%	65%	65%
Saint Croix	6.00		6.00	2.59	8.59	43%	43%	70%	70%
Sauk	5.00	1.00	6.00	0.96	6.96	19%	16%	72%	86%
Sawyer	2.00		2.00	2.34	4.34	117%	117%	46%	46%
Shaw/Men	3.00		3.00	1.83	4.83	61%	61%	62%	62%
Sheboygan	7.50		7.50	4.51	12.01	60%	60%	62%	62%
Taylor	1.00		1.00	0.55	1.55	55%	55%	65%	65%
Trempealeau	2.00		2.00	0.31	2.31	16%	16%	87%	87%
Vernon	2.00		2.00	0.09	2.09	5%	5%	96%	96%
Vilas	2.00		2.00	0.85	2.85	43%	43%	70%	70%
Walworth	5.00		5.00	2.84	7.84	57%	57%	64%	64%
Washburn	1.25		1.25	1.07	2.32	86%	86%	54%	54%
Washington	5.00		5.00	3.81	8.81	76%	76%	57%	57%
Waukesha	14.50	2.00	16.50	8.76	25.26	60%	53%	57%	65%
Waupaca	3.50		3.50	1.98	5.48	57%	57%	64%	64%
Waushara	2.00		2.00	1.28	3.28	64%	64%	61%	61%
Winnebago	10.00		10.00	5.71	15.71	57%	57%	64%	64%
Wood	4.00		4.00	5.41	9.41	135%	135%	43%	43%
<b>TOTALS</b>	<b>383.45</b>	<b>40.00</b>	<b>423.45</b>	<b>166.03</b>	<b>589.48</b>				

\*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 114.5 rather than higher due to the following factors:
  - a) the 1.0 FTE DNA position serves the entire state; so, showing it as a Milwaukee position distorts the data.
  - b) Various PR Positions have no federal funding and are vacant, thus not included in the analysis
- 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.
- 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:

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John D. and Catherine T. MacArthur Foundation Safety and Justice Challenge Grant Milwaukee County 2.0 FTE Early Intervention Post Booking Stabilization (EIPBS) Prosecutors  
s.16.505 Request

- 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 Lovell Johnson, Jr., Jeffrey J. Altenburg, Karen A. Loebel,  
Elisabeth Mueller, Matthew J. Torbenson, Bruce J. Landgraf

January 8, 2019

Via U.S. Mail and Electronic Mail at [kasey.deiss@wisconsin.gov](mailto:kasey.deiss@wisconsin.gov)

Mr. Kasey Deiss, Director  
State Prosecutors Office  
Post Office Box 7869  
Madison, WI 53707-7869

Re: Extension of Project Positions – Early Intervention Prosecutors

Dear Mr. Deiss:

On behalf of the Milwaukee County District Attorney's Office, I request that you take the steps necessary to seek legislative approval to extend the position authority of two program 10017 Assistant District Attorneys who serve as Early Intervention prosecutors in our office. Presently, one position expires March 2, 2019. The second position expires December 31, 2019. For the reasons set forth in this correspondence, I ask that position authority be extended to December 31, 2020 for each prosecutor.

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

The MacArthur grant award included 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.

In August 2017, the District Attorney's office and the County of Milwaukee, acting through the Chief Judge of the First Judicial Administrative District, executed a Memorandum of Understanding (MOU) regarding the EIPBS prosecutor. The original MOU is attached (Attachment A at page 1 of the enclosure). Attachment A includes the MacArthur Foundation grant award and agreement, the project budget and the position description for the EIPBS Prosecutor. This was the first EIPBS prosecutor position funded by the MacArthur Foundation. The legislature approved a prosecutor position expiring March 2, 2019.

On April 13, 2018, the MacArthur Foundation requested a revised budget and memo, proposing new allocations to support SJC strategies in Milwaukee County. This request led to a Phase II No Cost extension of the MOU. The revised Phase II budget included funding for a second EIPBS prosecutor position. SJC-Phase 2 extended the grant award through December 2019, although funding for the original EIPBS prosecutor was not increased at that time. See generally Attachment B at pages 12 to 30 of the enclosure. This was the second EIPBS prosecutor position funded by the MacArthur Foundation. The legislature approved a second prosecutor position expiring December 31, 2019.

Mr. Kasey Deiss  
January 8, 2019  
Page 2

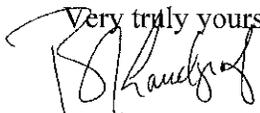
This office is now, however, presently informed that overall funding for the original as well as the second EIPBS prosecutor will be extended by mutual agreement through December 2020. See Attachment C at pages 31 to 32 of the enclosure.

The EIPBS prosecutor positions that we seek to extend strengthen the Milwaukee County Early Intervention program by identifying – early in the criminal justice process – nonviolent offenders whose criminal risk can be safely managed through community-based programming. An EIPBS prosecutor identifies individuals booked into the county jail or mental health complex who either suffer from a diagnosed severe and persistent illness or are in mental health crisis. Such persons are then evaluated for pre-booking or post booking stabilization and potentially the Milwaukee County Early Intervention program. This includes program such as diversion, deferred prosecution, the veterans' treatment initiative, the mental health treatment court pilot program and the drug treatment court. The strategies represented by these programs allow for the best use of criminal justice system resources by reducing the cost of processing cases for those who present a diminished risk to the community at large. This in turn makes additional time and resources available to focus on those who represent a much greater threat to society.

For these reasons, the Milwaukee County District Attorney's Office requests extension of both the original EIPBS prosecutor position and the second EIPBS prosecutor position so that this important early intervention function may continue without interruption through December 31, 2020.

Thank you for your consideration. If you require additional information, do not hesitate to contact me at 414-278-2178 or [bruce.landgraf@da.wi.gov](mailto:bruce.landgraf@da.wi.gov).

Very truly yours,



Bruce J. Landgraf  
Deputy District Attorney

BJL/bl

Enclosure

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
MILWAUKEE COUNTY  
AND  
THE MILWAUKEE COUNTY DISTRICT ATTORNEY'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).

1  
**Attachment A**

#### 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 15<sup>th</sup> 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.

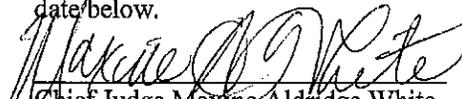
In the 4th quarter of 2017, the DA will also send to the Office of the Chief Judge an invoice for the costs related to the computer with software purchased for the EIPBS Prosecutor. The Office of the Chief Judge, after receiving this invoice from the DA, will approve the invoice and approve the reimbursement 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.

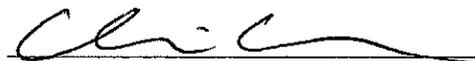
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

  
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 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 60603-6285  
(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.

Foundation Grant No. 16-1601-150542-CJ

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.  
MACARTHUR 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 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
<b>Total</b>	<b>\$</b>	<b>150,000</b>

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.

# MEMO

**Date:** April 24, 2018

**To:** Patrick Griffin, Program Officer, MacArthur Foundation

**From:** Stephanie Garbo, Judicial Operations Manager

**CC:** Chief Judge Maxine Aldridge White, Milwaukee County Circuit Court  
 John Chisholm, Milwaukee County District Attorney  
 Kent Lovern, Chief Deputy District Attorney Milwaukee County  
 Tom Reed, Wisconsin First Public Defender for Milwaukee County  
 Mandy Potapenko, Director, Milwaukee Community Justice Council  
 Erin Perkins, Safety and Justice Challenge Manager, Milwaukee Community Justice Council

**RE:** **SJC Phase II No-Cost Extension for Milwaukee County**

On April 13<sup>th</sup>, members of the Milwaukee Safety & Justice Challenge (SJC) Administrative Team met with representatives of the MacArthur Foundation - Laurie Garduque and Patrick Griffin. During that discussion, the Foundation requested a revised budget and memo, explaining new allocations to support SJC strategies in Milwaukee County.

Milwaukee County is planning to fund the following positions and expenses through the Phase II SJC remaining grant funds (see Appendix A for a complete Phase II budget):

Cost Category	Sub-Category / Purpose	Budget	Spend Down Timeline
Assistant District Attorney	Early Intervention (EI) Review Speedy Disposition	\$133,333	September '18 - December '19
3 Paralegals (District Attorney)	Early Intervention (EI) Review Trauma -- Domestic Violence Post-Booking Stabilization	\$315,000	July '18 - December '19
Incidentals & Incentives	Post-Booking Stabilization	\$1,000	May '18 - February '19
Equipment - Laptops	Post-Booking Stabilization General Operations & Support	\$2,000	May '18
Milwaukee Community Justice Council Staff - CJC Executive Director - SJC Project Manager	General Operations, Support, & Community Engagement	\$74,911.50 \$14,947	CJC - April '18 December '18 SJC - Nov '18 - February '19
Community Education Engagement Meetings Trainings & Working Lunches	Community Engagement	\$101,045.50	June '18 - February '19

## Attachment B

- **Assistant District Attorney (ADA) for Early Intervention (EI) Review and Speedy Disposition**

Starting in September 2018, this ADA will review referred cases for EI programs, Release and Order In (ROI), and Post-Booking Stabilization (PBS). The ADA will also staff the Speedy Disposition Court.

In 2017, County-funded early intervention programs saved approximately 142 jail bed days for 322 individuals, totaling 45,901 jail bed day savings. Data from Summer 2016 showed an average of 35 hours and 27 minutes for individuals arrested, booked, released, and ordered in by the DA's Office. By comparison, individuals arrested/through court/Personal Recognizance Bond (PRB) averaged 59 hours and 11 minutes. With the loss of a specialized ADA position at the point of case review, time to release has increased. Adding another ADA to determine EI eligibility expedites the release process. Research has indicated that low risk individuals should be removed from the jail as quickly as possible, so as not to increase their criminogenic risk. By removing these individuals and reviewing their eligibility for an Early Intervention program in an expedited fashion should also reduce their likelihood of recidivism.

The Assistant District Attorney position, although grant funded, is a state position and must go through the state joint review process. It is anticipated that the position will be approved by September 2018 through December 2019. For a more in-depth description of the Early Intervention programs please see Appendix B.

- **Paralegals for Early Intervention (EI), Domestic Violence (DV), and Post-Booking Stabilization (PBS)**

Milwaukee County is adding three full-time paralegals to the Milwaukee County District Attorney's Office to alleviate workload and bolster capacity in three areas – EI, DV, and PBS. The paralegals will share the following three primary responsibilities:

- Assume victim notification, information gathering, and case monitoring responsibilities from the PBS attorney. This will increase program capacity, allowing the attorney to review more cases and divert more people through PBS.
- Support case management and monitoring for the DV DPA strategy. This will include gathering defendant updates from batterers' intervention programs, providing progress reports to the courts, and compiling DV DPA outcome data. This will provide case management and oversight to facilitate agreement compliance, while participants are out of custody.
- Assist the DA's Office with EI review. Following the risk principle for release, an EI paralegal will flag cases that are eligible for earlier release and likely reduce recidivism.

By adding these positions, the DA's Office can provide coverage seven days a week and expand its capacity.

These positions are county employee positions that must go through the County Board process. Due to elections in April 2018 the remainder of the 2018 County Board schedule has not been set. It is expected to have these positions go before the County Board during the May cycle for approval to start in June 2018. The positions would last through December 2019.

- **Incidentals & Incentives**

The PBS attorneys and Community Intervention Specialists have personally covered minor expenses for PBS clients to keep them engaged in the PBS program. This includes small meals, bus tickets, and inexpensive medications. Covering small expenses and rewards for clients facilitates program compliance. Research has shown a 4 to 1 ratio of incentives to sanctions is appropriate to achieve best outcomes. By providing incentives we can better adhere to best practices.

- **Equipment – Laptops**

Two laptops are needed for CJC staff and the paralegal.

- **Milwaukee Community Justice Council Staff**

The CJC Executive Director is essential staff, supporting the work of the Milwaukee Community Justice Council, and its Safety & Justice Challenge efforts. As a result, SJC funds have been shifted to bridge a funding gap from the original grant, through calendar year 2018. In addition, Milwaukee County has committed additional funds to

retain the SJC Project Manager to coordinate, facilitate, and oversee the implementation of SJC strategies, through February 2019.

- **Community Education, Engagement Meetings, Trainings & Working Lunches**  
Members of the Milwaukee Community Justice Council are currently working together to outline an intentional community engagement strategy. Funds are now dedicated to implement the plan that will result from their efforts.

#### **Additional Efforts:**

- **Fines & Cost Commitments:** In February 2018, Chief Judge Maxine Aldridge White issued a directive removing commitments for unpaid fines and costs that predated 2016. The fines and costs have since been converted to civil judgments, aligning to current practice. In doing this, the Sheriff's Office vacated 1,100 active, outstanding warrants. The Clerk's office continues to monitor lists and vacate warrants.
- **Municipal Commitments:** On April 30, 2018 the Chief Judge is meeting with the leading municipalities that issue commitments. This meeting will begin to reduce the number of individuals serving municipal commitments (average for 42 per day) due to their inability to pay.
- **System High Utilizers:** ISLG conducted a frequent booking analysis from May 2013 to April 2017 and found that over a 12-month period 81.3% were booked either one or two times and 18.5% were booked between three and eight times. It is thought that the reduction of multiple bookings is partly due to other concentrated initiatives underway - such as Housing First. By wrapping resources around the individuals cycling through the jail and likely other systems, a further reduction could be reached. This population needs further analysis to determine the best course of action to further reduce the number of bookings. Milwaukee is looking to partner with an entity that has expertise in this area to help determine who the population is and what can be done to reduce it from cycling through the jail.

#### **Changes to Note:**

- The **Milwaukee County Sheriff** resigned in September of 2017, which has opened up opportunities for additional collaboration and improved communication. Acting Sheriff Richard Schmidt will remain Sheriff until the next election in November 2018, with the term starting in January 2019. The jail changed to a new data system in December of 2017 and the implementation and learning process is still being worked on. Several meetings with the Sheriff have taken place to further evaluate the jail population and goals the Safety and Justice Challenge. One population, not previously considered, was the female population – specifically pregnant. Work is being done to develop a better understanding of this population and what other alternatives may be available.
- The **Milwaukee Police Department** command staff transitioned in February 2018 with the retirement of Chief Flynn and Assistant Chief Harpole. The new Chief, Alfonso Morales, was confirmed on April 19<sup>th</sup>, 2018 and will serve the remainder of former Chief Flynn's term through 2019. Chief Morales has expressed commitment to the SJC work and is working to get his command staff put together in order to effectively manage their priorities. The primary lead for Book and Refer, Michael Brunson, has recently been promoted to Assistant Chief. In response to community input and criminal activity, Chief Morales held a meeting with the criminal justice stakeholder leaders indicating one of his primary, initial focus areas is enforcement of reckless driving, fleeing and violent crime. Since this change in priority, there has been a noticeable uptick in violent felony filings and the number of cases going through In-Custody Intake Court (1.1% increase in the number of cases in quarter one of 2018 going through court compared to 2017 and a .6% increase in the number of defendants). With this change in policing patterns, staffing at the front end of our system, within the District Attorney's Office, is even more important to identify and divert individuals who qualify for alternatives to incarceration.



**Budget Narrative - Revised 4/24/2018**

\*Adjustments in italics

Cost Category	Phase I & II Budget
<b>I. Personnel</b>	<b>\$ 1,409,468.00</b>
Assistant District Attorney (Coordinate MH and Trauma Strategies) (Salary + Fringe + Benefits = \$100,000/FTE) (Year 1=1 FTE @ \$100,000 x .5 year = \$50,000; Year 2=1 FTE @ \$100,000 x 1 year)	\$ 154,000.00
Assistant District Attorney (El review & speedy disposition) (Salary + Fringe + Benefits = \$100,000/FTE/year x 16 months) September 2018 - December 2019 (16 months)	\$ 133,333.00
District Attorney Paralegal (Trauma DV case management & El Review & PBS Assistant) (July 2018 - December 2019 - 18 month contract) \$70,000/year x 3 FTE x 18 months	\$ 375,000.00
Public Defender (Coordinate MH and Trauma Strategies) (Salary + Fringe + Benefits = \$100,000/FTE) (Year 1=1 FTE @ \$100,000 x .5 year = \$50,000; Year 2=1 FTE @ \$100,000 x 1 year)	\$ 150,000.00
District Attorney Investigator (Coordinate MH and Trauma Strategies/CART) (Salary + Fringe + Benefits = \$100,000/FTE) (Year 1=1 FTE @ \$100,000 x .5 year = \$50,000; Year 2=1 FTE @ \$100,000 x 1 year)	\$ 150,000.00
BHD Clinician (CART) (Salary + Fringe + Benefits = \$76,600/FTE) (Year 1=1 FTE @ \$76,600 x .5 year; Year 2=1 FTE @ \$76,600 x 1 year)	\$ 114,900.00
Post Booking Stabilization - Housing Navigator & Coordinator (Under Housing) (Salary + Fringe + Benefits) 3 Navigators (1 lead community intervention specialist (coordinator) & 2 community intervention specialists)	\$ 371,402.00
Post Booking Stabilization - Peer Support Specialist (Under Housing) (Salary + Fringe + Benefits = \$25,000/FTE) (Peer Support Specialist @ \$25,000/FTE x 1 FTE x 10 months (May 2018 - February 2019))	\$ 20,833.00
<b>II. Professional Services</b>	<b>\$ 370,170.50</b>
SJC Project Manager (Contract w/Public Policy Forum) (Salary + Fringe + Benefits + Indirect = \$69,679/FTE/year) Contract Extended 4 months (end February 2019) - additional \$14,947	\$ 164,412.00
Data Analyst Staff: (Contract w/Medical College of Wisconsin) Analyst (Salary + Fringe + Benefits = \$85,906/year/FTE); Director (Salary + Fringe + Benefits = \$202,034/year/FTE); Year 1 = Analyst @ \$85,906/year x .25 FTE/year = \$21,477 + Director @ \$202,034/year/FTE x .15 FTE/year = \$30,305 = \$51,782; Year 2 = Analyst @ \$85,906 x .2/year = \$17,181 + Director @ \$202,034/year/FTE x .15 FTE/year = \$30,305 = \$47,486; Phase I = Data Analyst @ \$85,906/year x .25 FTE/year = \$21,477 + Director @ \$202,034/year/FTE x .05/year = \$10,102 = \$31,579	\$ 180,847.00
CJC Executive Director (Contract w/WPF) (Salary + Fringe + Benefits + Indirect = \$49,941/FTE/6 months (end 9/30/2018))	\$ 49,941.00
CJC Executive Director (Contract w/WPF) (Salary + Fringe + Benefits + Indirect = \$24970.5/FTE/3 months (end 12/31/2018))	\$ 24,970.50
<b>III. Data Enhancements (e.g., IT system improvements, technology)</b>	<b>\$ 220,000.00</b>
DataShare Hub (Contract w/Medical College of Wisconsin) (\$50,000/integration; Phase 1 = \$50,000/integration x 1 integration; Year 1 = \$50,000/integration x 3 integrations; Year 2 = \$50,000/integration x 1 integration)	\$ 200,000.00
DataShare Storage (Contract w/Medical College of Wisconsin) (estimated annual storage expense)	\$ 20,000.00
<b>IV. Equipment and Hardware</b>	<b>\$ 13,000.00</b>
Training Materials (Trauma)	\$ 1,000.00
Equipment for SJC Project Manager, DA Paralegals, Stabilization & Trauma Initiatives (estimated expenses for office supplies, furniture, space, etc)	\$ 10,000.00
Equipment (laptops) for Intern and Presentations	\$ 2,000.00
<b>V. Travel (e.g. airfare, hotel accommodations, food and incidentals)</b>	<b>\$ 35,316.00</b>
All Sites - Travel for Planning Team to SJC Meetings (\$1,000/member x 8 members x 2 trips/year)	\$ 35,316.00
<b>VI. Meeting Expenses (e.g., meeting space, food and supplies)</b>	<b>\$ 102,045.50</b>
Community Education/Engagement Meetings/Trainings/Working Lunches (estimated expense for meeting space & materials & facilitation) = \$50,000 + Conferences for Training Opportunities for CJS Stakeholders (estimated conferences, trainings, technical assistance = \$51,045.50)	\$ 101,045.50
PBS Incidentals & Incentives	\$ 1,000.00
<b>VII. Indirect Costs (not-to-exceed 12%)</b>	
<b>Total Request to MacArthur Foundation</b>	<b>\$ 2,180,000.00</b>

# Milwaukee County Early Intervention Program

**The Honorable Maxine A. White  
Chief Judge First Judicial District**

**Thomas Reed  
First Assistant State Public Defender**

**Dave Malone  
Assistant District Attorney**

**Nick Sayner  
Executive Director JusticePoint, Inc**

**May 31<sup>st</sup>, 2017  
Front-End Decision Making Symposium**

# Evidence Based Decision Making Initiative

- In 2010 Milwaukee County applied for Phase II of the EBDM Initiative
- Through a collaborative process the EBDM Initiative Policy Team identified Early Interventions as a specific change target for Phase III
- In 2011 Milwaukee County applied for Phase III (Implementation Phase) of EBDM Initiative
- The work done in Phase III has solidified the key stakeholders around Early Intervention Strategies

## Research has demonstrated that:

- The delivery of swift services and interventions, commensurate with the possibility that an individual will continue criminal behavior ("level of re-offense risk") and the presence of risk factors that are indicators of criminal behavior ("criminogenic needs"), offers the greatest opportunity for improving public safety.
- These strategies also provide for the best use of criminal justice dollars and resources, by reducing the costs of processing cases for those at lower risk to reoffend and instead investing those resources in those who pose the greatest risk to the community

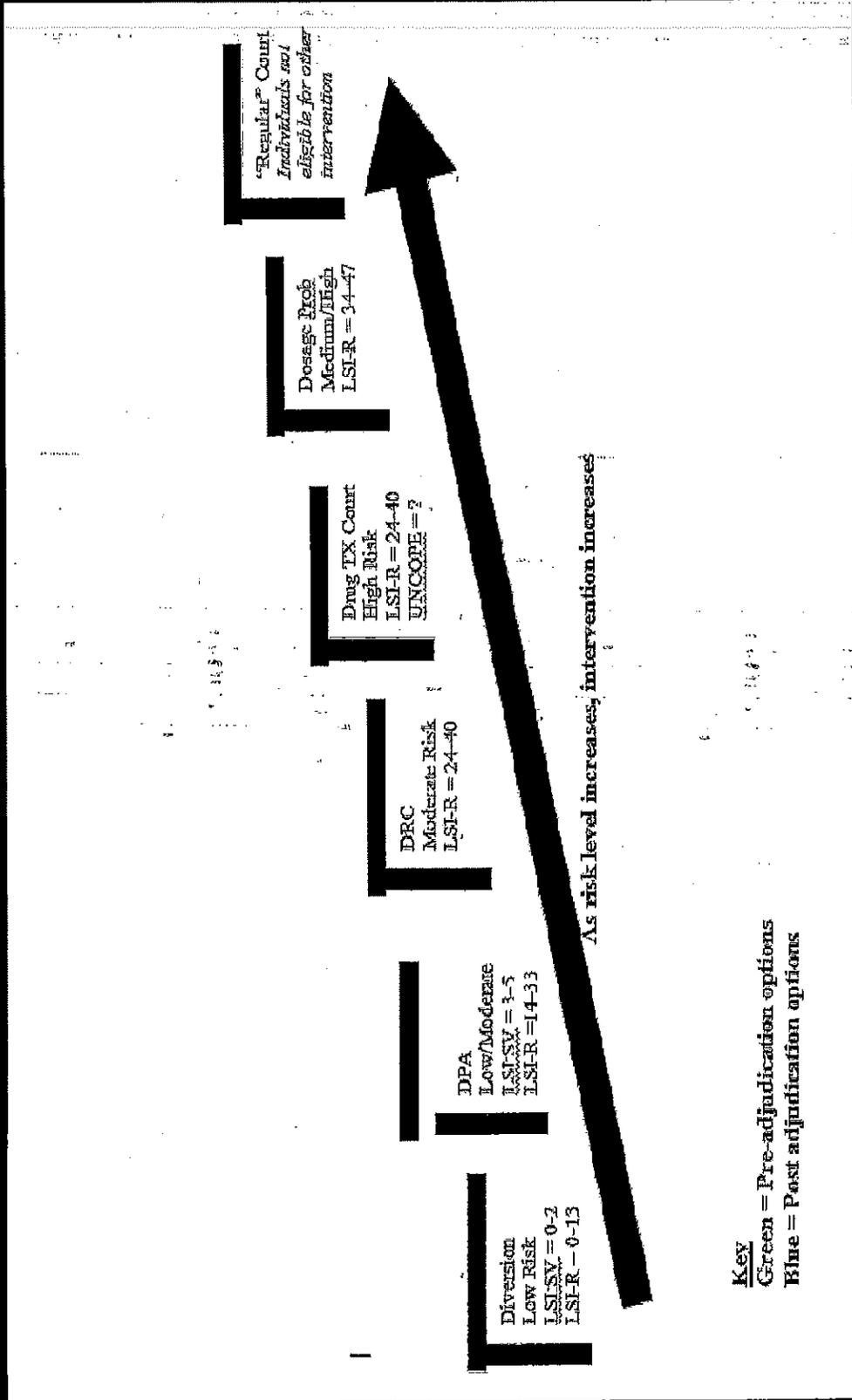
Milwaukee County's early intervention programs are based upon these important research findings.

# Milwaukee County's Early Intervention Programs

Milwaukee County operates the following range of Early Intervention options:

- Pre-Charge Diversion
- Deferred Prosecution
- Day Reporting Center
- Drug Treatment Court
- Veterans Treatment Initiative
- Restorative Justice Community Conferencing Program

# MILWAUKEE COUNTY, WISCONSIN CONTINUUM OF RISK BASED INTERVENTIONS



## Diversion Program Case Process

- A defendant who meets the eligibility criteria for Pretrial Diversion will be considered for it at the charging conference. No criminal complaint will be filed.
- Cases involving victims must involve victim consultation concerning offense and restitution.
- If the offer is accepted, a Diversion Agreement will be put into place, which will include restitution in a stipulated amount, if applicable.

## Diversion Program Expectations

- Diversion Agreements are generally 6 months long.
- Include a set of reasonable requirements that are developed/conveyed to the participant at the time of the offer by legal counsel.
- Diversion is focused on accountability, not problem solving or risk reduction. Requirements (conditions) are related to accountability and encourage defendants to continue/pursue pro-social activities. Over-conditioning is avoided.
- Problem solving issues, if discovered, are addressed by recommendations/referrals, not mandated services.

## Standard Diversion Conditions

- Remain crime free during the diversion process.
- Pay restitution, if applicable.
- Victim-offender Restorative Justice Conferences
- Letter(s) of apology
- Restitution and/or community service hours
- Short term targeted educational programs or classes such as the shoplifters' group, CCAP education class
- Referral for school/job training.

# Diversions Statistics- 2016

Total Participants Served: 451

Discharged: 315

No Charges Issued: 80% Charges Issued: 20%

Jail Days Saved: 13,789

New Arrest Rate:

Female: 34.8% Male: 65.2%

Caucasian: 37.7% Black: 43.9% Hispanic: 12.6% Other: 5.8%

## Deferred Prosecution Case Process

- Conditions of a DPA address risk reduction and can include accountability strategies. This population present with both risks and needs.
- The requirements are tailored to the individual based on a thorough and individualized assessment of risks and needs in order to reduce long term risk of re offense.
- Requirements are crafted such that an individual is able to reasonably meet expectations. While the following is a list of potential requirements, over-conditioning is avoided and emphasis placed on addressing the most significant criminogenic needs as opposed to every need an offender has.

# Deferred Prosecution Conditions

## Risk Reduction Strategies

- Cognitive Behavioral Therapy
- Substance Abuse/Mental Health Treatment, if indicated
- Anger Management with a CBT component
- Parenting with a CBT component

## Accountability Requirements

- Remain crime free during duration of the DPA
- Drug Testing, if indicated
- Pay restitution, if applicable
- Complete community service hours, if appropriate
- Complete restorative justice requirements, if appropriate
- Electronic/GPS Monitoring
- Complete short term targeted educational programs

## Other Program Elements

- Professional case management as the ideal means to fully access/ monitor an offender while on the DPA.
- Periodic progress/compliance reports.
- DPA duration based on risk & need, 6 months to a year.
- Offenders successful if they complete requirements and remain crime free.

# Deferred Prosecution Statistics- 2016

Total Participants Served: 420

Discharged: 281

Charges Reduced/Dismissed: 71.5%

Prosecution Reinstated: 28.5%

Jail Days Saved: 20,460 Prison Days: 2,610

New Arrest Rate:

Female: 34.7% Male: 65.3%

Caucasian: 51.2% Black: 34.0% Hispanic: 11.2% Other: 3.6%

# Cognitive Behavioral Programming

- Thinking for a Change  
94 enrolled in 2015  
52 Discharged (Completed Group) 55%  
42 Discharged (Did Not Complete Group) 45%

Sent from my iPhone

Begin forwarded message:

**From:** Stephanie Garbo <[Stephanie.Garbo@wicourts.gov](mailto:Stephanie.Garbo@wicourts.gov)>  
**Date:** May 16, 2018 at 4:09:43 PM CDT  
**To:** "Lovern, Kent - Chief DDA" <[Kent.Lovern@da.wi.gov](mailto:Kent.Lovern@da.wi.gov)>  
**Subject:** SJC No Cost Extension Documentation

Hi Kent,

Below is the approval message we received from the Foundation regarding the no cost extension and reallocation of funds for the 3 DA paralegals and 1 ADA.

Please let me know what else is needed/next steps to keep these positions moving forward.

Thanks,

Stephanie

>>> "Griffin, Patrick" <[pgriffin@macfound.org](mailto:pgriffin@macfound.org)> 4/30/2018 3:03 PM >>>

I approve the attached request for extension and budget modification on the above grant. The grant is now extended through December 2019. Thanks.

Patrick Griffin  
Senior Program Officer | Justice Reform  
312.920.6252 | [pgriffin@macfound.org](mailto:pgriffin@macfound.org)

# MacArthur Foundation

December 20, 2018

Mandy Potapenko  
Director  
Milwaukee Community Justice Council  
633 W Wisconsin Ave, Ste 406  
Milwaukee, WI 53233

**Re: New Grant #151955**

Dear Mandy:

Congratulations to you and your colleagues in Milwaukee on a successful application for continued funding to participate in the Safety and Justice Challenge. As I explained on the phone last week, our Board has approved an award of \$2.3 million in renewal funding to Milwaukee County, consisting of \$2 million for implementation activities over two years and an additional \$300,000 for community engagement activities over the same period. This letter is intended to provide you with documentation of the SJC Steering Committee's feedback on the proposed plan you submitted, as well as to lay out your next steps.

## **Overall Plan and Budget**

The steering committee found the case you made for full renewal to be reasonable and commends Milwaukee for progress made to date in safely reducing the county's jail population. In particular, the committee noted that Milwaukee recognizes the value of case processing reform to successful jail population reduction and the need to dedicate funds to bolster local analytical capacity. The committee believes, however, that Milwaukee's efforts to reduce the pretrial population could be strengthened significantly by incorporating concrete strategies to directly address inefficiencies in case processing. The committee requests that Milwaukee engage technical assistance to develop case flow management plans and related strategies to advance case processing reform. Milwaukee should also consider utilizing its forthcoming data dashboard technology to track and improve case processing performance metrics.

Additionally, the steering committee believes Milwaukee can develop a stronger strategy to address violations and revocations of community supervision. Milwaukee should conduct deeper data analysis regarding the target population to identify more impactful solutions.

Milwaukee must engage in work to reduce racial and ethnic disparities. The steering committee recommends Milwaukee begin to address disparities by conducting Relative Rate Index (RRI) analyses at key decision points to understand the impact strategies are having, or will have, on

## Attachment C

disparities (i.e., look at the target population and projected reductions and explore how those reductions would affect people of color).

### **Community Engagement Application**

The steering committee also concluded that Milwaukee put forth a strong and impressive proposal for community engagement. The committee was impressed with Milwaukee's plans to engage formerly incarcerated and impacted people and to direct a large share of the supplemental funding to the community. In addition to funding, the committee recommends that Milwaukee work with Nexus Community Partners to implement its plans.

Unfortunately, due to high demand for supplemental community engagement funding, the Foundation is unable to award the full amount requested. Accordingly, a revised community engagement activities budget line for \$300,000 will be needed. In revising your plan and budget, please be sure to provide further detail on how the subcontracted micro-grant strategy will work.

### **Next Steps**

In general, we ask that you begin working with your site coordinators as soon as possible on a revised implementation plan and budget that is responsive to the feedback summarized above. The immediate next steps are as follows:

- The Foundation's legal department can issue you a formal Grant Award Agreement only after you've submitted an overall budget that matches the total amount authorized by the Board, i.e., \$2,300,000. (Note that this may be a notional budget, since it can be revised later with my approval.)
- Once we've received your executed Grant Award Agreement, the Foundation will release an initial six-month payment.
- The remainder of the first year's funding will be released upon receipt of an acceptable final plan and budget.

Please convey my congratulations and thanks to all your colleagues there. And don't hesitate to let me know if you have questions about any of the above.

Very truly yours,

Patrick Griffin  
Senior Program Officer