

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
WISCONSIN DEPARTMENT OF CORRECTIONS ON BEHALF OF GREEN BAY CORRECTIONAL INSTITUTION
AND
VILLAGE OF ALLOUEZ, WISCONSIN

A. PARTIES AND PURPOSE

This Memorandum of Understanding (MOU) is entered into by and between the State of Wisconsin, Department of Corrections (WIDOC), on behalf of the Division of Adult Institutions (DAI), Green Bay Correctional Institution (GBCI), and the Village of Allouez, hereinafter referred to as the (Village). Collectively, WIDOC and the Village shall be referred to as the "Parties."

WIDOC owns, operates and maintains GBCI, which is located within the village limits of the Village of Allouez, Wisconsin. GBCI provides services of statewide concern and is operated for the benefit of all citizens of the State of Wisconsin. The Brown County Sheriff's Office (BCSO) provides investigative services for municipalities that contract police services with Brown County, including the Village of Allouez. Brown County charges each of those contracted municipalities a flat investigative service fee as part of the overall police services contract, on an annual basis which is paid quarterly. The purpose of this MOU is to allow WIDOC to reimburse the Village for a portion of the flat fee the Village pays BCSO for the services. The scope of services is outlined in Exhibit 1.

WIDOC provides reimbursement to local governments for the cost of investigative services under the authority of 2019 Wisconsin Act 9.

B. TERM OF AGREEMENT

This Agreement shall begin July 1, 2019 and continue in effect until December 31, 2021, unless terminated earlier.

C. TERMINATION AND MODIFICATION

Prior to the termination of this contract, the contract may be amended or modified with the mutual written consent of the Parties.

Either Party may terminate this contract by providing ninety (90) days advance written notice, via email, to the other Party. If the agreement is terminated under this provision, the DOC shall not be responsible for payment for services not performed by the Village.

D. MOU ADMINISTRATORS

The Parties have identified the following individuals as MOU Administrators. All notices, reports, and correspondence for all issues related to this Agreement shall be sent to:

Brad Lange
Village of Allouez
1900 Libal Street

Green Bay, WI 54301
brad@villageofallouez.com

Wendy Monfils
Department of Corrections
3099 E. Washington Ave.
Madison, WI 53704
Wendy.Mofils@wisconsin.gov

E. SCOPE OF SERVICES

The scope of services to be provided are outlined and incorporated into this MOU in Exhibit 1, titled "The Scope of Investigative Services provided to GBCI under the Allouez Police Services Contract."

F. INVOICING AND PAYMENT:

The Parties agree, that WIDOC will pay, the Village, a flat fee of \$60,000 per year for services provided under this MOU.

The Village operates on a calendar year and WIDOC operates on a fiscal year (July 1 to June 30). Therefore, payments for services provided from July – December 2019 will equal \$30,000.

At the end of each quarter, the Village will submit an invoice for \$15,000 that will cover services provided during the previous quarter. The invoice shall indicate that the services performed, were "Investigative Services for GBCI," and detail the start and end date for services provided. Invoices shall be submitted to: DOCDAlCentralBusinessOffice@wisconsin.gov

G. INDEPENDENT CONTRACTORS

The Parties agree that the Village, its officers, agents, employees and subcontractors, in the performance of this Agreement, shall be independent contractors and not an officer, employee, or agent of DOC. The Village agrees to take such steps as may be necessary to ensure that each of its agents will be deemed to be independent contractors with respect to DOC, and will not be considered or permitted to be an agent, servant, joint venture, or partner of DOC. Furthermore, neither DOC nor the Village will represent itself as the agent or legal representative of the other or as partner or joint venturer for any purpose whatsoever, and neither shall have any right to create or assume any obligations of any kind, express or implied, for or on behalf of the other in any way whatsoever.

H. LIABILITY

To the extent authorized by Wisconsin law and subject to the limitations of § 893.82 and § 895.46, Wis. Stats., each party agrees that it shall be responsible for any loss or expense (including costs and attorney's fees) arising from or incidental to the act or omission of its respective officers, officials, agents, or employees in performing work under this contract.

I. RECORDS AND CONFIDENTIALITY

All personnel providing services under this MOU shall maintain all records required by State or Federal law, and shall comply with all applicable confidentiality laws and requirements pertaining to said records and the information contained therein. All confidential health, mental health, drug and alcohol

information or educational information reviewed and collected in connection with this Agreement shall be handled by in a manner consistent with the applicable state and federal confidentiality laws.

Representatives and authorized agents of the WIDOC, may inspect any records relating to this Agreement, insofar as permitted by State and Federal law, in order to confirm compliance with the specifications of this MOU. All records shall be made available for inspection by DOC staff or its authorized agents upon request.

All personnel providing services under this MOU, agree to maintain all records necessary to substantiate that all expenses, for which reimbursement is sought under this contract, were necessarily incurred in the performance of services under this contract.

J. VENUE AND JURISDICTION

This Agreement and the performance of the Parties' obligations hereunder will be governed by, construed and enforced in accordance with the laws of the State of Wisconsin, other than any conflict-of-law provisions thereof that would otherwise require the application of the law of any other jurisdiction. The Village consents to personal jurisdiction in the State of Wisconsin. The venue for any action hereunder shall be in Dane County, Wisconsin.

K. SEVERABILITY

If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, just invalidity shall not affect the validity or operation of any other provision and said provision shall continue to apply to the extent allowed by said court or, if not so allowed, be deemed severed from this Agreement entirely.

L. SURVIVAL

The obligations of Parties in this Agreement shall survive the termination of this Agreement, including those obligations set forth in Venue and Jurisdiction and Severability

In Witness Whereof, the undersigned have caused this Agreement to be duly executed by their respective representatives.

WISCONSIN DEPARTMENT OF CORRECTIONS/GREEN BAY CORRECTIONAL INSTITUTION

Title:

Dated:

The VILLAGE OF ALLOUEZ

Title:

Dated:

Exhibit 1

Scope of Investigative services provided to GBCI under the Allouez Police Services Contract

The BCSO is contracted by the Village of Allouez to provide law enforcement services in the Village of Allouez that includes GBCI. BCSO responds to calls for services on GBCI property that may include suspicious persons or vehicles on the property, vehicle accidents on the property and medical calls at the institution. Investigators are assigned to cases of suspected criminal conduct that may include misdemeanor and felony crimes at GBCI.

- To reduce unnecessary law enforcement responses, when an incident occurs that requires law enforcement response, the GBCI supervisor will contact the Brown County Dispatch Center and speak directly with the shift supervisor to explain events that have occurred and request a response.
 - For example, if an inmate was injured using a piece of equipment and the accident was observed and not believed to be suspicious in any way, investigators will not normally respond but law enforcement may be provided upon request to escort the ambulance to the hospital. In the case of a suicide however, an investigator will be sent to investigate. If an investigator is not immediately available, a patrol officer will be dispatched to secure the scene and begin identifying what happened and who the witnesses are.
 - The type of response from BCSO will be dependent on the nature of the crime reported.
 - Minor incidents such as an inmate stealing property from another inmate will not normally be assigned or investigated. These types of cases will be handled via DOC internal procedures. The consequences that the DOC can impose for these types of offenses are greater and/or are more effective than those that would occur with an ordinance citation or a misdemeanor criminal referral.
 - Inmate misconduct issues (i.e. exposing themselves to Correctional Officers (CO's)) will not normally be reported to BCSO unless the misconduct is habitual and internal sanctions have proven ineffective. In those instances, the DOC will provide a packet of information that will outline each incident involving a specific inmate and the BCSO will assign a single investigator to handle all of the investigations at one time.
 - Assault on a corrections officer (CO) that did not require medical attention, 4th Degree Sexual Assault or harassment cases do not require an immediate investigative response. In those incidents, the CO's statement, along with any videos and photos are compiled in a packet. BCSO picks up all packets for cases of this type on a weekly basis or when called and assigns them all to one investigator.

- Serious incidents such as the death of an inmate, a sexual assault, a physical assault that requires medical treatment or any incident where an immediate response is required will result in BCSO sending investigators to take the initial report, statements from witnesses and collect evidence. Investigators will typically respond to the crime scene and to the hospital if the suspect or victim has been transported. Investigator response time will be dependent on the nature of the incident, and whether there is a need for an inmate to be transported. Patrol officers may respond initially to preserve the scene and begin collecting information on what happened until an investigator is available to take over the investigation.
 - Investigations may also be initiated at the request of an inmate who contacts BCSO by mail or through a family member to report a crime. Inmates are also able to petition the circuit court for an investigation under the John Doe statutes.
- **Training:** BCSO has and will continue to conduct training with GBCI personnel, as it deems necessary regarding the preservation of evidence, information that needs to be included in their statements, the admissibility of suspect statements and best practices for handling various incidents requiring investigation. BCSO has enlisted the assistance of prosecutors in providing some of this training. The training is beneficial to BCSO in its efforts to investigate crimes effectively and in a timely manner.
- **Death Investigations:** The death of an inmate will be investigated thoroughly by BCSO. The scope of the investigation will determine:
 - whether the inmate died as the result of natural causes, accident, suicide or homicide,
 - whether the death could and should have been avoided,
 - whether there had been abuse or neglect of the inmate that may be a crime under 940.29. It is BCSO's duty to investigate this aspect of a death in a correctional facility but it can also deter frivolous lawsuits down the road. BCSO is able to conduct a thorough initial investigation, lock in witness statements and inmate statements at the time the incident occurred so they do not change down the road.

BCSO also find that a thorough investigation helps mitigate the need for a DA inquest under Chapter 979.04(1) or (2) and any separate investigation for those purposes.

BCSO will provide recommendations to the Warden and DOC administrators to consider when considering policy changes reduce incidents and liability, i.e. the need for training, equipment or staffing.

- **Additional Investigative Services:** BCSO provides additional service components to GBCI through the contract with the Village, however these components are not billed directly. BCSO does not charge additional fees for mileage, any overtime, call-in pay, court pay or additional holiday pay incurred related to a specific investigation.

- The BCSO Records Management System (RMS) and the Computer Aided Dispatch (CAD) system are all included in the basic contract for services.
- Evidence costs such as cameras, DNA collection kits, drug test kits, evidence packaging materials, and the cost to store and dispose of evidence are all included equipment or services. The salaries of investigative supervisors, crime scene technicians, property and evidence specialists, administrative staff and equipment like computers and cell phones are also included in the contract.
- Brown County has some investigative resources that are less common. The FARO 3D Crime Scene Laser Scanner and reconstruction software that creates a virtual image that can be stored and later used to measure any points captured. It also can be used to better visualize the scene and the proximity of things within the scene as well as what could be seen from any given vantage point. Another resource is our polygraph examiner. The polygraph examiner can help resolve discrepancies in different accounts and help direct investigative efforts.

