

NOTICE OF MEETING

LAW COMMITTEE

October 5, 2016 - 4:00 PM

Law Enforcement Center
525 North 6th Street
Sheboygan, WI 53081

LEC-Administration Conference Room

Agenda

Call to Order

Pledge of Allegiance

Certification of Compliance with Open Meeting Law

Approval of Minutes

Law Committee - Regular Meeting - Sep 21, 2016 4:00 PM

Correspondence/Communications

Public Comments

Sheriff

Wisconsin Community Services OWI Program

Consideration of Secure Juvenile Detention Services Agreement with Marinette County

Consideration of Secure Juvenile Detention Services Agreement with Door County

Review and Approve Vouchers

Approval of Attendance at Other Meetings or Functions

Reports on Meetings Attended

Adjourn

Prepared by:

Jodi LeMahieu

Recording Secretary

Vernon Koch

Committee Chairperson

NOTE: A majority of the members of the County Board of Supervisors or of any of its committees may be present at this meeting to listen, observe and participate. If a majority of any such body is present, their presence constitutes a "meeting" under the Open Meeting Law as interpreted in *State ex rel. Badke v. Greendale Village Board*, 173 Wis. 2d 553 (1993), even though the visiting body will take no action at this meeting.

Wis. Stat. § 19.84 requires that each meeting of a governmental body be preceded by a public notice setting forth the time, date, place, and subject matter of the meeting. This Notice and Agenda is made in fulfillment of this obligation. Electronic versions of this Notice and Agenda may hyperlink to documents being circulated to members in anticipation of the meeting and are accessible to the public for viewing. Additions, subtractions, or modifications of the hyperlinked materials do not constitute an amendment to the meeting agenda unless expressly set forth in an Amended Notice and Agenda. Members of the public are encouraged to check from time to time before the meeting to see whether the hyperlinked content has been changed from what was originally posted.

Persons with disabilities needing assistance to attend or participate are asked to notify Jodi LeMahieu, 920-459-3895 prior to the meeting so that accommodations may be arranged.

SHEBOYGAN COUNTY LAW COMMITTEE MINUTES

Law Enforcement Center
525 North 6th Street
Sheboygan, WI 53081

Administrative Conference Room

September 21, 2016

Called to Order: 4:00 PM

Adjourned: 4:28 PM

MEMBERS PRESENT: Chairman Vernon Koch, Vice Chairman Thomas Epping, Secretary Fay Uraynar, Member Mark Winkel

MEMBERS ABSENT: Member Libby Ogea

ALSO PRESENT: Jim Risseeuw, Cory Roeseler, Melody Lorge

Call to Order

Chairman Koch called the meeting to order.

Pledge of Allegiance

All in attendance recited the Pledge of Allegiance.

Certification of Compliance with Open Meeting Law

Chairman Koch certified compliance with the open meeting law. The agenda was posted at 12:05 p.m. on September 20, 2016.

Approval of Minutes

Motion by Epping, second by Uraynar, to approve the minutes from the meeting on September 7, 2016. Motion carried unanimously.

Correspondence/Communications

Inspector Risseeuw informed the Committee members of a letter of resignation from a dispatcher.

Public Comments

There were no public comments.

Clerk of Courts

Motion by Epping, second by Uraynar, to approve the Vacant Position Request - Judicial Assistant and any domino effect. Motion carried unanimously.

Minutes Acceptance: Minutes of Sep 21, 2016 4:00 PM (Approval of Minutes)

Sheriff

Motion by Epping, second by Uraynar, to approve the repairs to Squad 25 and Squad 47. Motion carried unanimously.

Supervisor Winkel arrived at the meeting at 4:12 p.m.

Motion by Epping, second by Koch, to approve the contract extension for William Bruckbauer until the project is complete. Motion carried 3-1 with Supervisor Uraynar voting nay.

Motion by Winkel, second by Uraynar, to approve the hourly pay adjustment for Court Services Corporal and some Patrol Supervisors. Motion carried unanimously.

Vouchers

Motion by Uraynar, second by Epping, to approve the vouchers. Motion carried unanimously.

Approval of Attendance at Other Meetings or Functions

There were no meetings attended that needed committee approval.

Reports on Meetings Attended

There were no reports on meetings attended.

Adjournment

Motion by Uraynar, second by Epping, to adjourn. Motion carried unanimously.

Jodi LeMahieu
Recording Secretary

Fay Uraynar
Committee Secretary

SECURE JUVENILE DETENTION SERVICES AGREEMENT

This Secure Juvenile Detention Services Agreement (AGREEMENT) is made and entered into by and between SHEBOYGAN COUNTY (SHEBOYGAN) and MARINETTE COUNTY (MARINETTE) pursuant to Wis. Stat. §§ 66.0301 and 302.44;

WHEREAS, SHEBOYGAN has beds available in its Regional Juvenile Detention Facility (FACILITY) for the temporary housing of juveniles; and

WHEREAS, MARINETTE wishes to enter into an agreement to provide for the secure detention of juveniles from Marinette County in SHEBOYGAN's FACILITY;

NOW, THEREFORE, in consideration of the premises set forth above and the mutual agreements and obligations set forth below, the parties agree as follows:

1. TERM AND TERMINATION.

(a) This Agreement commences at 12:00 a.m. on October 1, 2016, the date of signing notwithstanding, and ends at 11:59 p.m. on December 31, 2017, unless sooner terminated as herein provided in Paragraph 1(b).

(b) Either party may terminate this Agreement upon one hundred twenty (120) days written notice to the other party.

2. JUVENILE DETENTION SERVICES. SHEBOYGAN agrees to make space in its FACILITY available to MARINETTE on a space available basis and to provide juvenile detention services (SERVICES) at SHEBOYGAN's FACILITY on a space-available basis subject to the terms and conditions of this AGREEMENT.

3. COMPENSATION.

(a) MARINETTE agrees to pay SHEBOYGAN as follows:

(1) Ninety Dollars (\$90.00) per day for each juvenile that it or any other MARINETTE law enforcement agency places in the FACILITY for the period October 1, 2016, to December 31, 2016;

(1) Ninety-five Dollars (\$95.00) per day for the period January 1, 2017, to December 31, 2017.

Except for health services charges under Paragraph 6, below, the per diem rate is all-inclusive and is the total compensation that SHEBOYGAN is entitled to receive for its SERVICES. SHEBOYGAN will not charge MARINETTE or any juvenile any other fee in connection with its SERVICES under this AGREEMENT. The per diem will start on the day that a juvenile enters the facility regardless of the time of day that the juvenile enters the facility. No per diem will be charged for the day that the juvenile is released from the facility or discharged back to MARINETTE.

(b) SHEBOYGAN will provide MARINETTE with a bill for SERVICES for each calendar month within seven (7) days of the end of the month. The bill will indicate the total amount due and will include the following information for each juvenile:

- (1) name;
- (2) name of agency and person transporting juvenile to the FACILITY;
- (3) identification number assigned by MARINETTE, if any;
- (4) arrival date;
- (5) discharge date;
- (6) name of agency and person to whom juvenile was released;
- (7) number of days in custody;
- (8) total per diem charges;
- (9) itemized medical and pharmaceutical charges under Paragraph 6; and
- (10) total of per diem and itemized medical charges.

(c) MARINETTE will pay any undisputed charges within thirty (30) days of receipt. In the event of a dispute over any bill, MARINETTE will promptly notify SHEBOYGAN of the reason for the dispute and the parties agree to cooperate in promptly resolving the dispute.

(d) If the total per diem charges for calendar year 2017 is less than Twenty-one Thousand Three Hundred Seventy-five Dollars (\$21,375.00), SHEBOYGAN may add a surcharge to the last bill of the year. The surcharge will be determined by subtracting the per diem charges by SHEBOYGAN and any per diem charges by any other juvenile detention facility to provide secure detention for a juvenile that SHEBOYGAN did not accept because it lacked available space from the annual minimum.

4. SHEBOYGAN'S RIGHTS AND RESPONSIBILITIES.

(a) SHEBOYGAN is responsible for confining juveniles received under this AGREEMENT in an appropriate secure setting with due regard to juvenile safety and security in compliance with all federal and state laws, regulations, and rules governing the operation of a juvenile detention facility.

(b) SHEBOYGAN agrees that it will provide the following for each juvenile received under this AGREEMENT:

- (1) Appropriate lodging, services, and programs.
- (2) Basic necessities including not limited to beds, clean bedding, personal hygiene items, toilet facilities, juvenile clothing (including underwear), recreation, visitation, library access, and such other services and programs as may be available.
- (3) Constant monitoring of facility premises to insure a safe, secure setting.
- (4) Access for all voluntary activities and programs.

(5) Medical, dental, and psychiatric treatment, including all medications, as detailed in Paragraph 6.

(c) SHEBOYGAN will inventory each juvenile's personal property upon receipt. Unauthorized or excess property will be properly stored at the FACILITY or mailed out, consistent with the FACILITY's rules, at SHEBOYGAN's expense.

(d) SHEBOYGAN will, subject to the limits of available space, provide space as needed to conduct any supplemental MARINETTE programs.

(e) SHEBOYGAN agrees to cooperate with MARINETTE as necessary for MARINETTE to exercise its statutory reimbursement rights from the juvenile, the juveniles' parent or parents, or both.

5. MARINETTE RIGHTS AND RESPONSIBILITIES. MARINETTE shall have the right to inspect the Regional Juvenile Detention Facility at all times in order to determine that appropriate standards of care and discipline are being met.

6. HEALTH SERVICES.

(a) Each juvenile will be provided such medical, psychiatric, and dental treatment as necessary to safeguard his or her physical and mental health. MARINETTE juveniles will receive the same level of treatment as is provided to all other juveniles.

(b) Current National Commission on Correctional Health Standards (NCCHS) will be used as a reference for the treatment of juveniles, and SHEBOYGAN shall comply with all current federal and state constitutions, laws, regulations, and rules applicable to the services provided under this agreement including, without limitation, those set forth in and pertaining to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

(c) MARINETTE is responsible for all health care and related costs, both at the FACILITY and off-site, with the exception of any services furnished by SHEBOYGAN's contracted health services provider.

(d) Crisis Intervention. Crises intervention services will, at SHEBOYGAN'S expense, be available in the facility twenty-four (24) hours per day, seven (7) days per week.

(e) Non-emergency Care. Any treatment beyond that provided by SHEBOYGAN's contracted Health Services provider must be authorized in writing and in advance by MARINETTE unless, in SHEBOYGAN's opinion, a bona fide emergency exists. Non-emergency treatment may, at MARINETTE's option, be provided by someone other than SHEBOYGAN's contracted health services provider, in which case MARINETTE will be responsible for the transportation, custody, and security of the juvenile.

(f) Emergency Care. In the event SHEBOYGAN determines that a bona fide emergency exists, it may obtain appropriate emergency care without MARINETTE's prior authorization. SHEBOYGAN will, as soon as practicable thereafter, advise MARINETTE of the nature of the injury or illness, the treatment required, and the estimated or actual cost of treatment. If the emergency treatment requires that a juvenile be hospitalized in Sheboygan County, MARINETTE shall reimburse SHEBOYGAN for the actual cost of all required security until the juvenile's condition permits his or her transportation to a MARINETTE County facility, at which time MARINETTE will become responsible for the transportation, custody, and security of the juvenile.

(g) Medical Records. MARINETTE will provide SHEBOYGAN's contracted health care provider with any medical records in MARINETTE's possession that are necessary for the delivery of health care services for each juvenile received in the facility under this AGREEMENT. The medical records remain the property of MARINETTE. When MARINETTE removes the juvenile from the facility, the juvenile escapes, is discharged, or released by MARINETTE, the juvenile's medical records shall be returned to MARINETTE. SHEBOYGAN will also provide MARINETTE with a copy of any health care records that it or its contracted health care provider has created. SHEBOYGAN will not make a copy of any record except as needed for the delivery of health care services.

(h) Pharmaceuticals. MARINETTE will attempt to provide a two- (2-) week supply of prescribed medications at the time of transport to SHEBOYGAN. Once received at the FACILITY, SHEBOYGAN is responsible for providing all medications prescribed to a juvenile but may bill MARINETTE for the cost of the medications. Upon discharge or release, SHEBOYGAN will provide any remaining supply of prescription medications to MARINETTE.

7. OTHER TERMS AND CONDITIONS.

(a) Canteen. SHEBOYGAN will operate a canteen available to MARINETTE juveniles to purchase items at the juvenile's sole expense. Items and prices of canteen items will be determined by SHEBOYGAN's canteen vendor. SHEBOYGAN shall maintain a canteen account for each juvenile. All MARINETTE juveniles' monies will be processed in the same manner as monies of SHEBOYGAN juveniles.

(b) Clothing. SHEBOYGAN will provide undergarments and clothing to MARINETTE juveniles including but not limited to underwear, socks, footwear, and uniforms. SHEBOYGAN shall implement and maintain policies and procedures for the routine exchange of clothing items. The costs for clothing will be included in the per diem charges.

(c) Death of a Juvenile.

(1) In the event of the death of a MARINETTE juvenile, SHEBOYGAN shall immediately notify the medical examiner, coroner, or other such official; the next-of-kin; MARINETTE; and any other entity as may be required by law, regulation, or rule.

(2) SHEBOYGAN will provide such additional information as MARINETTE may request and will comply with MARINETTE's directions, insofar as possible. The juvenile's body may not be released without MARINETTE's authorization.

(3) The death will be investigated in accordance with SHEBOYGAN's internal policies and procedures. SHEBOYGAN will provide MARINETTE with a certified copy of the death certificate and autopsy report, if any. MARINETTE may review SHEBOYGAN's investigation materials and reports.

(4) Any costs incurred in conjunction with a juvenile's death including but not limited to costs for autopsy, mileage, staff time, and transportation, will be borne solely by SHEBOYGAN.

(d) Discharge. SHEBOYGAN may not discharge a juvenile without MARINETTE's prior consent. Written requests for any discharge may be sent to MARINETTE for review and approval.

(e) Discipline.

(1) While in SHEBOYGAN's custody, a MARINETTE juvenile is subject to all laws, regulations, and rules applicable to persons placed in the FACILITY. SHEBOYGAN has the power to exercise disciplinary authority over a MARINETTE juvenile that is placed in its FACILITY. However, SHEBOYGAN may not authorize or permit any type of punishment prohibited by federal or state law, regulations, or rules.

(2) When applicable, MARINETTE juveniles may be subject to discipline pursuant to Wis. Admin. Code ch. DOC 346. When a juvenile has engaged in serious misconduct that could result in discipline under DOC 346, SHEBOYGAN shall consult with MARINETTE to determine a mutually agreeable plan of action.

(3) Under no circumstances will a juvenile be subject to both MARINETTE and SHEBOYGAN disciplinary process for the same violation.

(4) SHEBOYGAN will provide MARINETTE with any records or other documentation regarding specific juvenile behaviors that may subject a MARINETTE juvenile to discipline.

(f) Escape. SHEBOYGAN shall immediately report and provide appropriate documentation to MARINETTE in a timely manner about any escape by a juvenile. SHEBOYGAN's Sheriff will use all reasonable means to capture a MARINETTE juvenile escapee from SHEBOYGAN's facility. SHEBOYGAN will have primary responsibility for and authority to direct the pursuit, capture, and prosecution of juveniles within SHEBOYGAN County. Any costs incurred in connection therewith shall be chargeable to and borne by SHEBOYGAN.

(g) Food Service. SHEBOYGAN will provide three (3) nutritious meals per day. At least two (2) of the meals will be hot meals. The meals will be given at normal meal times in the morning, afternoon, and evening. SHEBOYGAN shall also provide juveniles with meals that meet medical or religious requirements, as necessary. SHEBOYGAN shall have its menus reviewed by a registered dietician on at least an annual basis and will make a written report available to MARINETTE upon request.

(h) Grievances. SHEBOYGAN shall operate a juvenile grievance process and maintain accurate records which will be available to MARINETTE upon request.

(i) Hearings. SHEBOYGAN will provide adequate space at its FACILITY for any hearings to which a juvenile may be entitled under MARINETTE's or SHEBOYGAN's rules.

(j) Hygiene Items. SHEBOYGAN will provide personal hygiene items to MARINETTE juveniles including but not be limited to comb, feminine hygiene products (females only), shampoo, soap, toilet paper, toothbrush, and toothpaste. SHEBOYGAN shall have and implement policies and procedures for the routine replacement of these items. The cost of providing these items will be included in the per diem charge.

(k) Juvenile Programs.

(1) SHEBOYGAN shall not permit or require any MARINETTE juvenile to participate in any program or work contrary to rules established by MARINETTE.

(2) Juveniles shall have an opportunity to participate in leisure time activities and work or other programs offered at the FACILITY. At a minimum, these leisure time activities must include but are not limited to access to library and reading materials, access to multi-purpose space for physical exercise, or other out-of-cell-block activity for at least two (2) hours per week; and visitation.

(l) Juvenile Selection.

(1) MARINETTE will not knowingly send any juvenile with a serious dental, medical, or psychological condition or any condition that requires frequent off-site medical services.

(2) MARINETTE may withdraw its placement of a juvenile in the FACILITY at any time.

(3) SHEBOYGAN expressly reserves the right to reject any juvenile placed or to be placed in the FACILITY if the juvenile exhibits behavioral, medical, or other problems of such a nature as to make the juvenile unacceptable. If SHEBOYGAN rejects a juvenile who has been placed in the FACILITY, SHEBOYGAN shall notify MARINETTE and maintain custody of the juvenile while MARINETTE arranges for an alternative placement.

(m) Legal Proceedings.

(1) MARINETTE agrees to defend, at its expense, any action or proceeding involving the legality of revocations or sentence computations of any of its juveniles or the placement or removal of juveniles in the SHEBOYGAN facility.

(2) SHEBOYGAN agrees to defend, at its expense, any action or proceeding arising out of or relating to the conditions of confinement in SHEBOYGAN's FACILITY and the action or inaction of SHEBOYGAN's agents, contractors, or employees.

(n) Legal Status. SHEBOYGAN shall not allow any MARINETTE juvenile to change his or her legal status. A change in legal status includes, but is not limited to, marriage, name change, or a change in the juvenile's sentence structure.

(o) Outside Movement. Except for off-site health care and court-ordered proceedings, MARINETTE juveniles will not be permitted movement outside of the FACILITY perimeter without MARINETTE'S prior written approval.

(p) Photography and Publicity. Requests for interviews and information regarding MARINETTE juveniles will be referred to MARINETTE. However, public records, such as sentence data or information concerning the escape of a juvenile, may be given directly to the press by SHEBOYGAN consistent with juvenile confidentiality requirements. SHEBOYGAN's Sheriff may photograph MARINETTE juveniles as a means of identification for official use only.

(q) Special Reporting Requirement. SHEBOYGAN shall immediately report and provide appropriate documentation to MARINETTE in a timely manner for any significant event including but not limited to the following:

(1) Disturbance or group misconduct.

- (2) Escape or attempted escape.
- (3) Labor relations activity or actions by appointed or elected officials that may affect the operation of the FACILITY or this AGREEMENT.
- (4) Legislative inquiry.
- (5) Media contact.
- (6) Serious incident committed by a juvenile such as a battery to another juvenile, member of the public, or staff; homicide; major property damage; sexual assault; suicide; or use of force, including use of a firearm or other weapon.
- (7) Serious injury or death of a juvenile while in custody or of a staff member while on duty.
- (8) Unusual event such as a natural disaster that has the potential of creating uncommon interest in the surrounding community or the press.

(r) Telephone Service. SHEBOYGAN will provide or contract with a telephone services provider for facilities so that juveniles can make outgoing telephone calls. Juveniles will be allowed to make outgoing telephone calls. Collect calls will be charged at rates specified by SHEBOYGAN or its telephone service provider.

(s) Transportation. SHEBOYGAN will not be responsible for transportation of juvenile's to and from the FACILITY. SHEBOYGAN will make a good faith effort to minimize transportation problems whenever possible by consolidating juvenile transports with scheduled SHEBOYGAN Sheriff's Department trips to MARINETTE County; by arranging to transport juveniles to and from the MARINETTE County line to meet MARINETTE transport that is otherwise scheduled; or by making other mutually agreeable arrangements.

8. NOTICE.

(a) Any notice required under this AGREEMENT must be in writing and may be delivered in person or by certified mail, delivery service, e-mail, or facsimile transmission addressed as follows:

If to MARINETTE: Bob Majewski
 MARINETTE County Jail Administrator
 2161 University Drive
 Marinette, WI 54143
 Telephone: 715-732-7630
 Fax: 715-732-7632
 E-mail: bmajewski@marinettecounty.com

If to SHEBOYGAN: Sheriff Todd W. Priebe
 Sheboygan County Law Enforcement Center
 525 North Sixth Street
 Sheboygan, WI 53081-4610
 Telephone: 920-459-3111
 Fax: 920-459-4305
 E-mail: todd.priebe@sheboygancounty.com

(b) Notice in person is deemed given at the time of delivery. Notice by certified mail is deemed given when accepted for delivery by the U.S. Postal Service. Notice by delivery service is deemed given when received by the delivery service. Notice by facsimile is deemed given at the time shown on a successful transmission result report. Notice by e-mail is deemed given at the time shown on an electronic delivery confirmation report. The party giving notice has the burden of proving when notice was given.

(c) Either party may, in writing, designate another person or address where notice is to be given.

9. DUTY TO COOPERATE. Each county recognizes that it is in its individual interest and in the mutual interest of both counties to provide SERVICES in a cooperative manner. To that end, the Counties agree to use their best efforts to cooperate on matters of mutual concern that are within the scope of this AGREEMENT and to act cooperatively and jointly whenever possible in performing obligations and exercising rights created pursuant to this AGREEMENT. Each County further agrees that whenever its consent is required under this AGREEMENT, its consent will not be unreasonably withheld.

10. DISPUTE RESOLUTION.

(a) If a dispute arises between the Counties with respect to any matter arising out of or relating to this AGREEMENT, either County may request that the other County meet, confer, and make a good faith effort to resolve the dispute through negotiations. Either County may give notice of the particular issue to convene negotiations. Negotiations will commence as soon as practicable but no later than twenty (20) days after a County is in receipt of notice to negotiate. Both Counties agree to engage in good faith negotiations in an effort to find a solution that serves their respective and mutual interests, including continuation of this AGREEMENT. The Counties agree that any negotiated settlement to a dispute will be reduced to writing and incorporated into this AGREEMENT as an amendment, modification, or supplementation pursuant to Paragraph 15, below.

(b) Any dispute arising out of or relating to this AGREEMENT may be referred to a mediator if both Counties mutually agree. If the Counties cannot agree upon a mediator, each shall name a third-party who is qualified to serve as a mediator, and the two parties named shall designate a neutral third-party to serve as the mediator. The Counties agree that any mediated settlement to a dispute will be reduced to writing and incorporated into this AGREEMENT as an amendment, modification, or supplementation pursuant to Paragraph 15, below. The cost of mediation will be divided equally between the Counties.

11. INDEMNIFICATION.

(a) MARINETTE agrees to defend, hold harmless, and indemnify SHEBOYGAN and its agents, boards, commissions, committees, departments, employees, officials, and officers for any and all liability of every kind and character, including liability arising from or for actions, causes of action, costs, charges, claims, damages, demands, expenses, fees,

judgments, liens, losses, obligations, penalties, proceedings, reasonable attorney fees, settlements, and suits, for injury to persons, death, or damage to property (collectively "CLAIMS") arising in connection with or directly or indirectly out of this AGREEMENT. MARINETTE agrees that its duty to defend, hold harmless, and indemnify SHEBOYGAN applies to all CLAIMS whether it is alleged that SHEBOYGAN was negligent and without regard to whether such claims are groundless, false, or fraudulent. In the event that SHEBOYGAN is determined to be negligent, MARINETTE will be relieved of its duty to indemnify SHEBOYGAN only to the extent of SHEBOYGAN's negligence as determined by mutual agreement or by judgment entered by a court of competent jurisdiction. MARINETTE agrees that its duty to defend, hold harmless, and indemnify SHEBOYGAN will survive the termination of this AGREEMENT.

(b) SHEBOYGAN agrees to defend, hold harmless, and indemnify MARINETTE and its agents, boards, commissions, committees, departments, employees, officials, and officers for any and all liability of every kind and character, including liability arising from or for actions, causes of action, costs, charges, claims, damages, demands, expenses, fees, judgments, liens, losses, obligations, penalties, proceedings, reasonable attorneys' fees, settlements, and suits, for injury to persons, death, or damage to property (collectively "CLAIMS") arising in connection with or directly or indirectly out of this AGREEMENT. SHEBOYGAN agrees that its duty to defend, hold harmless, and indemnify MARINETTE applies to all CLAIMS whether it is alleged that MARINETTE was negligent and without regard to whether such CLAIMS are groundless, false, or fraudulent. In the event that MARINETTE is determined to be negligent, SHEBOYGAN will be relieved of its duty to indemnify MARINETTE only to the extent of MARINETTE's negligence as determined by mutual agreement or by judgment entered by a court of competent jurisdiction. SHEBOYGAN agrees that its duty to defend, hold harmless, and indemnify MARINETTE will survive the termination of this AGREEMENT.

(c) The foregoing notwithstanding, neither party waives any immunity or limitation on damages or liability that is available to the party under Wisconsin law including but not limited to Wis. Stat. § 893.80.

12. WAIVER. No provision in this AGREEMENT may be waived unless the waiver is made in writing and is signed by a duly authorized representative of each party. The waiver of a breach of a provision does not constitute a waiver of the provision itself or of any subsequent breach of the same or any other provision contained in this AGREEMENT.

13. RESERVATION OF RIGHTS. The failure of a party to make any election under this AGREEMENT, enforce any provision contained in this AGREEMENT, or exercise any right with respect to the AGREEMENT will not in any way be considered to waive such election, provision, or right or to in any way affect the validity of this AGREEMENT. The failure of a party to exercise any election, provision, or right will not preclude or prejudice the party from later enforcing or exercising the same or any other election, provision, or right that it may have under this AGREEMENT.

14. ENTIRE AGREEMENT. This AGREEMENT constitutes the entire agreement between the parties and supersedes any and all other agreements, oral or written, between the parties with respect to its subject matter. Each party acknowledges that no agreement, inducement, promise, or representation has been made by or on behalf of any party except as specifically set forth herein. Each party agrees that no agreement, promise, or statement that is not contained in this AGREEMENT shall be binding on any party. Each party acknowledges and agrees it has relied on its own judgment in entering into this AGREEMENT.

15. **AMENDMENT, MODIFICATION, AND SUPPLEMENTATION.** This AGREEMENT may not be amended, modified, or supplemented except by a written agreement that expressly states that it is an amendment to this AGREEMENT and that is signed by a duly authorized representative of each party.

16. **ASSIGNMENT.** Neither party may assign, convey, license, sell, or transfer this AGREEMENT or any duty, interest, or right under this AGREEMENT to any person without the prior written consent of the other party.

17. **CHOICE OF LAW.** This AGREEMENT is governed by the laws of the State of Wisconsin.

18. **COPIES AND COUNTERPARTS.** This AGREEMENT may be executed in separate counterparts, each of which is deemed an original and all of which together constitute one and the same instrument. Signatures on a copy of this AGREEMENT or on a copy of any other documents provided pursuant to this AGREEMENT that is transmitted by electronic mail or facsimile are binding upon the parties and have the same legal effect as original signatures.

19. **SIGNATURE AUTHORITY.** The persons signing this AGREEMENT warrant that they have been authorized to enter into this AGREEMENT by and on behalf of their respective parties and that they have full and complete authority to bind their respective parties by executing this AGREEMENT.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this AGREEMENT on the dates shown below.

MARINETTE COUNTY

SHEBOYGAN COUNTY

By: _____
Bob Majewski
Jail Administrator

By: _____
Adam N. Payne
County Administrator

Date: _____

Date: _____

By: _____
Todd W. Priebe
Sheriff

Date: _____

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Attachment: marinette juv det (3943 : Secure Juvenile Detention Services Agreement with Marinette County)

SECURE JUVENILE DETENTION SERVICES AGREEMENT

This Secure Juvenile Detention Services Agreement (AGREEMENT) is made and entered into by and between SHEBOYGAN COUNTY (SHEBOYGAN) and DOOR COUNTY (DOOR) pursuant to Wis. Stat. §§ 86.0301 and 302.44:

WHEREAS, SHEBOYGAN has beds available in its Regional Juvenile Detention Facility (FACILITY) for the temporary housing of juveniles; and

WHEREAS, DOOR wishes to enter into an agreement to provide for the secure detention of juveniles from Door County in SHEBOYGAN's FACILITY.

NOW, THEREFORE, in consideration of the premises set forth above and the mutual agreements and obligations set forth below, the parties agree as follows:

1. TERM AND TERMINATION. This Agreement commences at 12:00 a.m. on October 1, 2016, the date of signing notwithstanding, and ends at 11:59 p.m. on December 31, 2018.

2. JUVENILE DETENTION SERVICES. SHEBOYGAN agrees to make space in its FACILITY available to DOOR on a space available basis and to provide juvenile detention services (SERVICES) at SHEBOYGAN's FACILITY on a space-available basis subject to the terms and conditions of this AGREEMENT.

3. COMPENSATION.

(a) DOOR agrees to pay SHEBOYGAN as follows:

(1) Ninety Dollars (\$90.00) per day for each juvenile that it or any other DOOR law enforcement agency places in the FACILITY from October 1, 2016, to December 31, 2016.

(2) Ninety-five Dollars (\$95.00) per day for the period January 1, 2017, to December 31, 2017;

(3) One Hundred Dollars (\$100.00) per day for the period January 1, 2018, to December 31, 2018.

Except for health services charges under Paragraph 6, below, the per diem rate is all-inclusive and is the total compensation that SHEBOYGAN is entitled to receive for its SERVICES. SHEBOYGAN will not charge DOOR or any juvenile any other fee in connection with its SERVICES under this AGREEMENT. The per diem will start on the day that a juvenile enters the facility regardless of the time of day that the juvenile enters the facility. No per diem will be charged for the day that the juvenile is released from the facility or discharged back to DOOR.

(b) SHEBOYGAN will provide DOOR with a bill for SERVICES for each calendar month within seven (7) days of the end of the month. The bill will indicate the total amount due and will include the following information for each juvenile:

- (1) name;
- (2) name of agency and person transporting juvenile to the FACILITY;
- (3) identification number assigned by DOOR, if any;

- (4) arrival date
- (5) discharge date
- (6) name of agency and person to whom juvenile was released.
- (7) number of days in custody.
- (8) total per diem charges,
- (9) itemized medical and pharmaceutical charges under Paragraph 6; and
- (10) total of per diem and itemized medical charges

(c) DOOR will pay any undisputed charges within thirty (30) days of receipt. In the event of a dispute over any bill, DOOR will promptly notify SHEBOYGAN of the reason for the dispute and the parties agree to cooperate in promptly resolving the dispute.

4. SHEBOYGAN'S RIGHTS AND RESPONSIBILITIES.

(a) SHEBOYGAN is responsible for confining juveniles received under this AGREEMENT in an appropriate secure setting with due regard to juvenile safety and security in compliance with all federal and state laws, regulations and rules governing the operation of a juvenile detention facility

(b) SHEBOYGAN agrees that it will provide the following for each juvenile received under this AGREEMENT:

- (1) Appropriate lodging, services and programs.
- (2) Basic necessities including not limited to beds, clean bedding, personal hygiene items, toilet facilities, juvenile clothing (including underwear), recreation, visitation, library access, and such other services and programs as may be available.
- (3) Constant monitoring of facility premises to insure a safe, secure setting
- (4) Access for all voluntary activities and programs.
- (5) Medical, dental, and psychiatric treatment, including all medications, as detailed in Paragraph 6.

(c) SHEBOYGAN will inventory each juvenile's personal property upon receipt. Unauthorized or excess property will be properly stored at the FACILITY or mailed out, consistent with the FACILITY's rules, at SHEBOYGAN's expense.

(d) SHEBOYGAN will, subject to the limits of available space, provide space as needed to conduct any supplemental DOOR programs.

(e) SHEBOYGAN agrees to cooperate with DOOR as necessary for DOOR to exercise its statutory reimbursement rights from the juvenile, the juveniles' parent or parents, or both.

5. DOOR RIGHTS AND RESPONSIBILITIES. DOOR shall have the right to inspect the Regional Juvenile Detention Facility at all times in order to determine that appropriate standards of care and discipline are being met

6. HEALTH SERVICES.

(a) Each juvenile will be provided such medical, psychiatric, and dental treatment as necessary to safeguard his or her physical and mental health. DOOR juveniles will receive the same level of treatment as is provided to all other juveniles.

(b) Current National Commission on Correctional Health Standards (NCCHS) will be used as a reference for the treatment of juveniles, and SHEBOYGAN shall comply with all current federal and state constitutions, laws, regulations, and rules applicable to the services provided under this agreement including, without limitation, those set forth in and pertaining to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

(c) DOOR is responsible for all health care and related costs, both at the FACILITY and off-site, with the exception of any services furnished by SHEBOYGAN's contracted health services provider.

(d) Crisis Intervention. Crises intervention services will, at SHEBOYGAN'S expense, be available in the facility twenty-four (24) hours per day, seven (7) days per week.

(e) Non-emergency Care. Any treatment beyond that provided by SHEBOYGAN's contracted Health Services provider must be authorized in writing and in advance by DOOR unless, in SHEBOYGAN's opinion, a bona fide emergency exists. Non-emergency treatment may, at DOOR's option, be provided by someone other than SHEBOYGAN's contracted health services provider in which case DOOR will be responsible for the transportation, custody, and security of the juvenile.

(f) Emergency Care. In the event SHEBOYGAN determines that a bona fide emergency exists, it may obtain appropriate emergency care without DOOR's prior authorization. SHEBOYGAN will, as soon as practicable thereafter, advise DOOR of the nature of the injury or illness, the treatment required, and the estimated or actual cost of treatment. If the emergency treatment requires that a juvenile be hospitalized in Sheboygan County, DOOR shall reimburse SHEBOYGAN for the actual cost of all required security until the juvenile's condition permits his or her transportation to a DOOR County facility, at which time DOOR will become responsible for the transportation, custody, and security of the juvenile.

(g) Medical Records. DOOR will provide SHEBOYGAN's contracted health care provider with any medical records in DOOR's possession that are necessary for the delivery of health care services for each juvenile received in the facility under this AGREEMENT. The medical records remain the property of DOOR. When DOOR removes the juvenile from the facility, the juvenile escapes, is discharged, or released by DOOR, the juvenile's medical records shall be returned to DOOR. SHEBOYGAN will also provide DOOR with a copy of any health care records that it or its contracted health care provider has created. SHEBOYGAN will not make a copy of any record except as needed for the delivery of health care services.

(h) Pharmaceuticals. DOOR will attempt to provide a two- (2-) week supply of prescribed medications at the time of transport to SHEBOYGAN. Once received at the FACILITY, SHEBOYGAN is responsible for providing all medications prescribed to a juvenile but may bill DOOR for the cost of the medications. Upon discharge or release, SHEBOYGAN will provide any remaining supply of prescription medications to DOOR.

7. OTHER TERMS AND CONDITIONS.

(a) Canteen. SHEBOYGAN will operate a canteen available to DOOR juveniles to purchase items at the juvenile's sole expense. Items and prices of canteen items will be

determined by SHEBOYGAN's canteen vendor. SHEBOYGAN shall maintain a canteen account for each juvenile. All DOOR juveniles' monies will be processed in the same manner as monies of SHEBOYGAN juveniles.

(b) Clothing. SHEBOYGAN will provide undergarments and clothing to DOOR juveniles including but not limited to underwear, socks, footwear, and uniforms. SHEBOYGAN shall implement and maintain policies and procedures for the routine exchange of clothing items. The costs for clothing will be included in the per diem charges.

(c) Death of a Juvenile.

(1) In the event of the death of a DOOR juvenile, SHEBOYGAN shall immediately notify the medical examiner, coroner, or other such official, the next-of-kin, DOOR, and any other entity as may be required by law, regulation, or rule.

(2) SHEBOYGAN will provide such additional information as DOOR may request and will comply with DOOR's directions, insofar as possible. The juvenile's body may not be released without DOOR's authorization.

(3) The death will be investigated in accordance with SHEBOYGAN's internal policies and procedures. SHEBOYGAN will provide DOOR with a certified copy of the death certificate and autopsy report, if any. DOOR may review SHEBOYGAN's investigation materials and reports.

(4) Any costs incurred in conjunction with a juvenile's death including but not limited to costs for autopsy, mileage, staff time, and transportation, will be borne solely by SHEBOYGAN.

(d) Discharge. SHEBOYGAN may not discharge a juvenile without DOOR's prior consent. Written requests for any discharge may be sent to DOOR for review and approval.

(e) Discipline.

(1) While in SHEBOYGAN's custody, a DOOR juvenile is subject to all laws, regulations, and rules applicable to persons placed in the FACILITY. SHEBOYGAN has the power to exercise disciplinary authority over a DOOR juvenile that is placed in its FACILITY. However, SHEBOYGAN may not authorize or permit any type of punishment prohibited by federal or state law, regulations, or rules.

(2) When applicable, DOOR juveniles may be subject to discipline pursuant to Wis. Admin. Code ch. DOC 346. When a juvenile has engaged in serious misconduct that could result in discipline under DOC 346, SHEBOYGAN shall consult with DOOR to determine a mutually agreeable plan of action.

(3) Under no circumstances will a juvenile be subject to both DOOR and SHEBOYGAN disciplinary process for the same violation.

(4) SHEBOYGAN will provide DOOR with any records or other documentation regarding specific juvenile behaviors that may subject a DOOR juvenile to discipline.

(f) Escape. SHEBOYGAN shall immediately report and provide appropriate documentation to DOOR in a timely manner about any escape by a juvenile. SHEBOYGAN's Sheriff will use all reasonable means to capture a DOOR juvenile escapee from SHEBOYGAN's facility. SHEBOYGAN will have primary responsibility for and authority to direct the pursuit,

capture, and prosecution of juveniles within SHEBOYGAN County. Any costs incurred in connection therewith shall be chargeable to and borne by SHEBOYGAN.

(g) **Food Service.** SHEBOYGAN will provide three (3) nutritious meals per day. At least two (2) of the meals will be hot meals. The meals will be given at normal meal times in the morning, afternoon, and evening. SHEBOYGAN shall also provide juveniles with meals that meet medical or religious requirements, as necessary. SHEBOYGAN shall have its menus reviewed by a registered dietician on at least an annual basis and will make a written report available to DOOR upon request.

(h) **Grievances.** SHEBOYGAN shall operate a juvenile grievance process and maintain accurate records which will be available to DOOR upon request.

(i) **Hearings.** SHEBOYGAN will provide adequate space at its FACILITY for any hearings to which a juvenile may be entitled under DOOR's or SHEBOYGAN's rules.

(j) **Hygiene Items.** SHEBOYGAN will provide personal hygiene items to DOOR juveniles including but not be limited to comb, feminine hygiene products (females only), shampoo, soap, toilet paper, toothbrush, and toothpaste. SHEBOYGAN shall have and implement policies and procedures for the routine replacement of these items. The cost of providing these items will be included in the per diem charge.

(k) **Juvenile Programs.**

(1) SHEBOYGAN shall not permit or require any DOOR juvenile to participate in any program or work contrary to rules established by DOOR.

(2) Juveniles shall have an opportunity to participate in leisure time activities and work or other programs offered at the FACILITY. At a minimum, these leisure time activities must include but are not limited to access to library and reading materials, access to multi-purpose space for physical exercise or other out-of-cell-block activity for at least two (2) hours per week; and visitation.

(l) **Juvenile Selection**

(1) DOOR will not knowingly send any juvenile with a serious dental, medical, or psychological condition or any condition that requires frequent off-site medical services.

(2) DOOR may withdraw its placement of a juvenile in the FACILITY at any time.

(3) SHEBOYGAN expressly reserves the right to reject any juvenile placed or to be placed in the FACILITY if the juvenile exhibits behavioral, medical, or other problems of such a nature as to make the juvenile unacceptable. If SHEBOYGAN rejects a juvenile who has been placed in the FACILITY, SHEBOYGAN shall notify DOOR and maintain custody of the juvenile while DOOR arranges for an alternative placement.

(m) **Legal Proceedings.**

(1) DOOR agrees to defend, at its expense, any action or proceeding involving the legality of revocations or sentence computations of any of its juveniles or the placement or removal of juveniles in the SHEBOYGAN facility.

(2) SHEBOYGAN agrees to defend, at its expense, any action or proceeding arising out of or relating to the conditions of confinement in SHEBOYGAN's FACILITY and the action or inaction of SHEBOYGAN's agents, contractors, or employees.

(n) Legal Status. SHEBOYGAN shall not allow any DOOR juvenile to change his or her legal status. A change in legal status includes, but is not limited to, marriage, name change, or a change in the juvenile's sentence structure.

(o) Outside Movement. Except for off-site health care and court-ordered proceedings, DOOR juveniles will not be permitted movement outside of the FACILITY perimeter without DOOR'S prior written approval.

(p) Photography and Publicity. Requests for interviews and information regarding DOOR juveniles will be referred to DOOR. However, public records, such as sentence data or information concerning the escape of a juvenile, may be given directly to the press by SHEBOYGAN consistent with juvenile confidentiality requirements. SHEBOYGAN's Sheriff may photograph DOOR juveniles as a means of identification for official use only.

(q) Special Reporting Requirement. SHEBOYGAN shall immediately report and provide appropriate documentation to DOOR in a timely manner for any significant event including but not limited to the following:

- (1) Disturbance or group misconduct.
- (2) Escape or attempted escape.
- (3) Labor relations activity or actions by appointed or elected officials that may affect the operation of the FACILITY or this AGREEMENT.
- (4) Legislative inquiry.
- (5) Media contact.
- (6) Serious incident committed by a juvenile such as a battery to another juvenile, member of the public, or staff; homicide; major property damage; sexual assault; suicide; or use of force, including use of a firearm or other weapon.
- (7) Serious injury or death of a juvenile while in custody or of a staff member while on duty.
- (8) Unusual event such as a natural disaster that has the potential of creating uncommon interest in the surrounding community or the press.

(r) Telephone Service. SHEBOYGAN will provide or contract with a telephone services provider for facilities so that juveniles can make outgoing telephone calls. Juveniles will be allowed to make outgoing telephone calls. Collect calls will be charged at rates specified by SHEBOYGAN or its telephone service provider.

(s) Transportation. SHEBOYGAN will not be responsible for transportation of juveniles to and from the FACILITY. SHEBOYGAN will make a good faith effort to minimize transportation problems whenever possible by consolidating juvenile transports with scheduled SHEBOYGAN Sheriff's Department trips to DOOR County, by arranging to transport juveniles to and from the DOOR County line to meet DOOR transport that is otherwise scheduled; or by making other mutually agreeable arrangements.

8. NOTICE.

(a) Any notice required under this AGREEMENT must be in writing and may be delivered in person or by certified mail delivery service, e-mail, or facsimile transmission addressed as follows.

If to DOOR Joseph Krebsbach
Door County Human Services Department
421 Nebraska Street
Sturgeon Bay, WI 54235
Telephone 920-746-7155
E-mail: jkrebbsbach@co.door.wi.us

If to SHEBOYGAN: Sheriff Todd W. Priebe
Sheboygan County Law Enforcement Center
525 North Sixth Street
Sheboygan, WI 53081-4610
Telephone: 920-459-3111
Fax: 920-459-4305
E-mail: todd.priebe@sheboygancounty.com

(b) Notice in person is deemed given at the time of delivery. Notice by certified mail is deemed given when accepted for delivery by the U.S. Postal Service. Notice by delivery service is deemed given when received by the delivery service. Notice by facsimile is deemed given at the time shown on a successful transmission result report. Notice by e-mail is deemed given at the time shown on an electronic delivery confirmation report. The party giving notice has the burden of proving when notice was given.

(c) Either party may, in writing, designate another person or address where notice is to be given.

9. DUTY TO COOPERATE. Each county recognizes that it is in its individual interest and in the mutual interest of both counties to provide SERVICES in a cooperative manner. To that end, the Counties agree to use their best efforts to cooperate on matters of mutual concern that are within the scope of this AGREEMENT and to act cooperatively and jointly whenever possible in performing obligations and exercising rights created pursuant to this AGREEMENT. Each County further agrees that whenever its consent is required under this AGREEMENT, its consent will not be unreasonably withheld.

10. DISPUTE RESOLUTION.

(a) If a dispute arises between the Counties with respect to any matter arising out of or relating to this AGREEMENT, either County may request that the other County meet, confer, and make a good faith effort to resolve the dispute through negotiations. Either County may give notice of the particular issue to convene negotiations. Negotiations will commence as soon as practicable but no later than twenty (20) days after a County is in receipt of notice to negotiate. Both Counties agree to engage in good faith negotiations in an effort to find a solution that serves their respective and mutual interests, including continuation of this AGREEMENT. The Counties agree that any negotiated settlement to a dispute will be reduced to writing and incorporated into this AGREEMENT as an amendment, modification, or supplementation pursuant to Paragraph 15, below.

(b) Any dispute arising out of or relating to this AGREEMENT may be referred to a mediator if both Counties mutually agree. If the Counties cannot agree upon a mediator, each shall name a third-party who is qualified to serve as a mediator, and the two parties named shall designate a neutral third-party to serve as the mediator. The Counties agree that any mediated

settlement to a dispute will be reduced to writing and incorporated into this AGREEMENT as an amendment, modification, or supplementation pursuant to Paragraph 16, below. The cost of mediation will be divided equally between the Counties.

11. INDEMNIFICATION.

(a) DOOR agrees to defend, hold harmless, and indemnify SHEBOYGAN and its agents, boards, commissions, committees, departments, employees, officials, and officers for any and all liability of every kind and character, including liability arising from or for actions, causes of action, costs, charges, claims, damages, demands, expenses, fees, judgments, liens, losses, obligations, penalties, proceedings, reasonable attorney fees, settlements, and suits, for injury to persons, death, or damage to property (collectively "CLAIMS") arising in connection with or directly or indirectly out of this AGREEMENT. DOOR agrees that its duty to defend, hold harmless, and indemnify SHEBOYGAN applies to all CLAIMS whether it is alleged that SHEBOYGAN was negligent and without regard to whether such claims are groundless, false, or fraudulent. In the event that SHEBOYGAN is determined to be negligent, DOOR will be relieved of its duty to indemnify SHEBOYGAN only to the extent of SHEBOYGAN's negligence as determined by mutual agreement or by judgment entered by a court of competent jurisdiction. DOOR agrees that its duty to defend, hold harmless, and indemnify SHEBOYGAN will survive the termination of this AGREEMENT.

(b) SHEBOYGAN agrees to defend, hold harmless, and indemnify DOOR and its agents, boards, commissions, committees, departments, employees, officials, and officers for any and all liability of every kind and character, including liability arising from or for actions, causes of action, costs, charges, claims, damages, demands, expenses, fees, judgments, liens, losses, obligations, penalties, proceedings, reasonable attorneys' fees, settlements, and suits, for injury to persons, death, or damage to property (collectively "CLAIMS") arising in connection with or directly or indirectly out of this AGREEMENT. SHEBOYGAN agrees that its duty to defend, hold harmless, and indemnify DOOR applies to all CLAIMS whether it is alleged that DOOR was negligent and without regard to whether such CLAIMS are groundless, false, or fraudulent. In the event that DOOR is determined to be negligent, SHEBOYGAN will be relieved of its duty to indemnify DOOR only to the extent of DOOR's negligence as determined by mutual agreement or by judgment entered by a court of competent jurisdiction. SHEBOYGAN agrees that its duty to defend, hold harmless, and indemnify DOOR will survive the termination of this AGREEMENT.

(c) The foregoing notwithstanding, neither party waives any immunity or limitation on damages or liability that is available to the party under Wisconsin law including but not limited to Wis. Stat. § 893.80.

12. WAIVER. No provision in this AGREEMENT may be waived unless the waiver is made in writing and is signed by a duly authorized representative of each party. The waiver of a breach of a provision does not constitute a waiver of the provision itself or of any subsequent breach of the same or any other provision contained in this AGREEMENT.

13. RESERVATION OF RIGHTS. The failure of a party to make any election under this AGREEMENT, enforce any provision contained in this AGREEMENT, or exercise any right with respect to the AGREEMENT will not in any way be considered to waive such election, provision, or right or to in any way affect the validity of this AGREEMENT. The failure of a party to exercise any election, provision, or right will not preclude or prejudice the party from later enforcing or exercising the same or any other election, provision, or right that it may have under this AGREEMENT.

14. ENTIRE AGREEMENT. This AGREEMENT constitutes the entire agreement between the parties and supersedes any and all other agreements, oral or written, between the parties with respect to its subject matter. Each party acknowledges that no agreement, inducement, promise, or representation has been made by or on behalf of any party except as specifically set forth herein. Each

party agrees that no agreement, promise, or statement that is not contained in this AGREEMENT shall be binding on any party. Each party acknowledges and agrees it has relied on its own judgment in entering into this AGREEMENT.

15. AMENDMENT, MODIFICATION, AND SUPPLEMENTATION. This AGREEMENT may not be amended, modified, or supplemented except by a written agreement that expressly states that it is an amendment to this AGREEMENT and that is signed by a duly authorized representative of each party.

16. ASSIGNMENT. Neither party may assign, convey, license, sell or transfer this AGREEMENT or any duty, interest, or right under this AGREEMENT to any person without the prior written consent of the other party.

17. CHOICE OF LAW. This AGREEMENT is governed by the laws of the State of Wisconsin.

18. COPIES AND COUNTERPARTS. This AGREEMENT may be executed in separate counterparts, each of which is deemed an original and all of which together constitute one and the same instrument. Signatures on a copy of this AGREEMENT or on a copy of any other documents provided pursuant to this AGREEMENT that is transmitted by electronic mail or facsimile are binding upon the parties and have the same legal effect as original signatures.

19. SIGNATURE AUTHORITY. The persons signing this AGREEMENT warrant that they have been authorized to enter into this AGREEMENT by and on behalf of their respective parties and that they have full and complete authority to bind their respective parties by executing this AGREEMENT.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this AGREEMENT on the dates shown below.

DOOR COUNTY

SHEBOYGAN COUNTY

By _____
Joseph Krebsbach, Director
Human Services Department

By _____
Adam N. Payne
County Administrator

Date _____

Date: _____

By _____
Todd W. Priebe
Sheriff

Date: _____

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Attachment: doorco juvie det (3942 : Secure Juvenile Detention Services Agreement with Door County)