

Dane County Contract Cover Sheet

Revised 03/2025

Res 085
significant

BAF # 25177
Acct: Sedlmayr
Mgr: Wills
Budget Y/N: N

Dept./Division	Human Services / PEI		
Vendor Name	County of Racine	MUNIS #	6434
Brief Contract Title/Description	Bed Rental Agreement for Secure Residential Care Center for Children (SRCC) and Youth and Juvenile Detention Center		
Contract Term	06/01/2025-12/31/2025		
Contract Amount	\$ 150,000.00		

Contract # Admin will assign	15898
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input checked="" type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Contract Coordination Assistant	Name	Antonio Chavez
Phone #	608-242-6200	Phone #	262-638-6722
Email	dcdhscontracts@danecounty.gov	Email	Antonio.Chavez@racinecounty.com
Purchasing Officer			

Purchasing Authority	<input type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required)		
	<input type="checkbox"/> Between \$13,001 – \$45,000 (\$0 – \$25,000 Public Works) (3 quotes required)		
	<input type="checkbox"/> Over \$45,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #	
	<input type="checkbox"/> Bid Waiver – \$45,000 or under (\$25,000 or under Public Works)		
	<input type="checkbox"/> Bid Waiver – Over \$45,000 (N/A to Public Works)		
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other		


MUNIS Req.	Req #	Org:	Obj:	Proj:	
	Year	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

Budget Amendment	
<input checked="" type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000	<input type="checkbox"/> Contract does not exceed \$100,000		
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 – resolution required.	Res #	085
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year	2025

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input checked="" type="checkbox"/> Non-standard Contract

APPROVAL
Dept. Head / Authorized Designee


APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	SHR 6.30.25

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached		
DOA:	Date In: 7/7/25	Date Out: _____
<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management		

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, July 8, 2025 11:31 AM
To: Hicklin, Charles; Rogan, Megan; Cotillier, Joshua
Cc: Oby, Joe
Subject: Contract #15898
Attachments: 15898.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 7/8/2025 11:52 AM	Approve: 7/8/2025 11:53 AM
	Rogan, Megan	Read: 7/8/2025 11:55 AM	Approve: 7/8/2025 11:55 AM
	Cotillier, Joshua		Approve: 7/8/2025 11:59 AM
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #15898
Department: Human Services
Vendor: Racine County
Contract Description: Bed Rental Agreement for Secure Residential Care Center for Children & Youth & Juvenile Detention Center (Res 085)
Contract Term: 6/1/25 -12/31/25
Contract Amount: \$150,000.00

Michelle Goldade

Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

2025 RES-085

**AWARDING A MAJOR CONTRACT TO RACINE COUNTY FOR USE OF A SECURE
RESIDENTIAL CARE CENTER FOR CHILDREN AND YOUTH – DCDHS PEI DIVISION**

Dane County Department of Human Services (DCDHS) Prevention and Early Intervention Division (PEI) is seeking to enter into an intergovernmental contract with Racine County for use of their Secure Residential Care Center for Children and Youth (SRCCCY) as required by the State of Wisconsin Department of Corrections – Division of Juvenile Corrections. Racine County has opened a SRCCCY in May 2025, that will serve male youth from seventy-one (71) Wisconsin counties including Dane County. 2017 Wis. Act 185, as amended by 2019 Wis. Act 8, has restructured the Wisconsin juvenile correctional system, impacting both state and county systems, including how and where they can place youth who are adjudicated delinquent and the provisions governing changes of placement and transfers of juveniles from SRCCCYs to Type 1 juvenile correctional facilities. Youth are placed in a SRCCCY under Wis. Stat. 938.34 (4m) a correctional placement disposition. Per Wisconsin Department of Corrections, in order to comply with the statutory requirement, each county shall contact Racine County SRCCCY to complete a referral for the program who have a correctional placement disposition. If no SRCCCY is willing to accept the youth or there is no space available at the SRCCCY, the county may request a change of placement to a Type 1 juvenile correctional facility.

NOW, THEREFORE, BE IT RESOLVED that the following contract be awarded and that the County Executive and County Clerk are hereby authorized and directed to sign the agreement on behalf of Dane County, and that the Controller is authorized to payment payments related to the execution of the contract.

Vendor
Racine County

Contract Amount
\$150,000.00

YDCC
BED RENTAL AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 2025, by and between RACINE COUNTY and DANE COUNTY (“User County”).

WHEREAS, Racine County and User County (collectively, “Parties”) are political subdivisions of the State of Wisconsin;

WHEREAS, pursuant to Wis. Stat. § 938.22, Racine County has established the Jonathan Delagrave Youth Development and Care Center (“YDCC”) which includes a Secure Residential Care Center for Children and Youth and a Juvenile Detention Center, as defined in Wisconsin Statutes sec. 938.02(10r) and (15g), located at 2300 – 3 Mile Road, Caledonia, Wisconsin 53404, and operated under Wis Admin. Code Ch. DOC 346 and 347 by the Racine County Human Services Department;

WHEREAS, User County desires to contract with Racine County for the purpose of providing secure care to User County juveniles at the YDCC;

WHEREAS, Racine County is willing to perform this service for the User County under certain terms and conditions; and

WHEREAS, the YDCC provides three (3) specific categories of services for youth: Secure Juvenile Detention, ASPIRE, and RISE=UP. Those services are defined as follows:

Secure Juvenile Detention. Youth subject to secure juvenile detention are temporarily held at the YDCC while awaiting court proceedings or sentencing. Juveniles in secure juvenile detention receive educational, mental health, medical, and recreational services.

RISE=UP. The RISE=UP program is specifically for the male population and serves as a correctional placement that provides treatment services and credit recovery education services for youth with behavioral challenges; further, the RISE=UP program provides community safety, accountability and appropriate and timely treatment for youth, and proximity to User County which allows for regular family involvement in the youth’s treatment program; and

ASPIRE. The ASPIRE program serves as a pre-dispositional placement under an order known as a consent decree pursuant to Chapters 48 and/or 938 of the Wisconsin State Statutes. It is designed specifically for female youth and provides treatment services and credit recovery education services. This program aims to nurture each youth’s social, emotional, academic and personal growth through curriculum that is both empowering and transformative; further, the ASPIRE program provides community safety, accountability and appropriate and timely treatment for youth, and proximity to User County which allows for regular family involvement in the youth’s treatment program; and

WHEREAS, overall program success is determined not only by custody programming participation, but also through effective community reintegration.

WHEREAS, the Parties wish to reduce their understanding to writing;

NOW, THEREFORE, it is agreed by and between the parties that Racine County shall accept the placement of User County juveniles in the YDCC subject to certain terms and conditions.

The parties agree as follows:

1. YDCC Services. The YDCC will assume the safekeeping, care, and sustenance of certain User County juveniles, age twelve (12) through age seventeen (17), under Racine County's lawful authority. Said safekeeping, care, and sustenance shall include services, procedures, and operations required under and in accordance with Wis. Admin. Code Ch. DOC 346 and 347. Racine County shall provide all labor, equipment, tools, supplies, and other materials necessary to operate the YDCC. The YDCC will remain in compliance with Wis. Stat. § 938.22(2)(d) as a facility authorized to accept juveniles for placement for more than thirty (30) consecutive days and shall participate in annual inspections by the Wisconsin Department of Corrections. User County is entitled to receive a copy of the resulting inspection report upon written request and in accordance with controlling law.
2. Term. This Agreement shall be effective beginning June 1, 2025, or the first day the YDCC becomes operational, whichever is later, and shall remain in full force until December 31, 2025, unless terminated pursuant to the provisions of this Agreement.
3. Termination. This Agreement may be terminated by either Party by giving to the other Party written notice of its intention to terminate at least sixty (60) days prior to the proposed date of termination. Either Party reserves the right to terminate this Agreement due to the non-appropriation of funds. In the event that User County terminates this Agreement, Racine County shall be entitled to payment pursuant to the terms of this Agreement for any work performed that has been satisfactorily completed as of the termination date, and any costs incurred through the termination date.

In addition, either Party may immediately terminate this Agreement, in whole or in part, if the other Party fails to perform its obligations under this Agreement in a timely and proper manner. Either Party may, by providing written notice of default to the other Party, allow the other Party to cure a failure or breach of this Agreement within a period of (60) days or longer, at the non-breaching Party's discretion. Allowing the other Party time to cure a failure or breach of contract does not waive the non-breaching Party's right to immediately terminate the Agreement for the same or different failure or breach of this Agreement that may occur at a different time. In the event that User County terminates this Agreement, Racine County shall be entitled to payment pursuant to the terms of this Agreement for any work performed that has been satisfactorily completed as of the termination date, and any costs incurred through the termination date.

4. Reservation of Right to Refuse Admittance and Request Removal. The YDCC reserves the right to refuse any request for admission, and may, at any time, require the User County to remove and assume custody of any User County juvenile upon sole determination of the Racine County YDCC Superintendent, or his or her designee, that the effective operation of the YDCC requires removal of the juvenile.
5. Authorized Individuals. Prior to the admittance of any User County juveniles to the YDCC, User County shall provide the YDCC with a written list of persons authorized to request placement and transportation. Such list shall include, for each individual, his or her position, employer, business address, and telephone number. It shall be the responsibility of User County to notify Racine County of any changes to the list of authorized individuals.
6. Written Notices of Admission and Discharge. The User County shall make all requests for admission in writing in advance, and shall give all notices of discharge in writing in advance.
7. Referral and Admission.
 - a. Prior to admission, all juveniles referred to the YDCC by the User County shall be screened by the User County and must be determined eligible for placement.
 - b. Upon inquiry by the User County, the YDCC shall advise User County if beds are not available.
 - c. During the referral process, the **User County shall advise the YDCC in writing as soon as practicable and within forty-eight (48) hours of admission of all pertinent information relating to the juvenile, including, but not limited to, anticipated length of stay, any known suicide attempts, suicidal threats, threats of violence toward others, intellectual disabilities, aggressive and/or challenging behaviors that may necessitate intensive treatment, known enemies, need for interpretive services, medical conditions, medications, current social history, heightened risk of victimization, etc.** If User County learns additional pertinent information about the juvenile post-admission, it is incumbent upon the User County to advise the YDCC as soon as practicable. It is critical that User County share information of this sort as soon practicable so that the YDCC may make necessary and timely arrangements to effectively provide for the safekeeping, care, and sustenance of its juvenile population. If a juvenile is under the influence of drugs or alcohol and/or if a juvenile has sustained injuries, the User County shall be responsible for obtaining a medical clearance for said juvenile to be detained before the juvenile is admitted to the YDCC. This medical clearance must be provided to the Youth Development and Center at the time of admittance. The User County is also responsible to make certain that any medications the juvenile is currently taking are brought to the YDCC with the juvenile at the time of admission. If it is not possible to provide such medications

at the time of admission, in no event shall more than 24-hours pass from the time of admission before such medications are provided to the YDCC. It is the responsibility of the User County to make all necessary arrangements that medications of this type are timely refilled and delivered to the YDCC. Any juvenile who arrives without his/her medically necessary prescription medication may not be admitted until the medication is received.

- d. User County shall seek approval by the YDCC in advance of any juvenile's acceptance for admission and transportation to the YDCC. It shall be the responsibility of the User County to initiate and obtain the detention authorization for the juvenile.
 - e. A court order authorizing detention (and/or admittance into the RISE=UP or ASPIRE program), which is in accordance with the state and federal laws governing the detention of juveniles, shall be delivered to the YDCC in one of three methods: (i) by email or facsimile prior to the transportation and delivery of the juvenile; or (ii) hand-delivery to the YDCC by User County's transportation officer delivering the juvenile to the YDCC; or (iii) by verbal order of the User County's juvenile judge provided that the written court order is delivered within 24 hours of admission, except that a court order shall be required by the close of the next business day following an admission that occurs by verbal authorization on a weekend or legal holiday by email or facsimile by 5:00 p.m. of the next judicial day.
 - f. All written detention orders and RISE=UP program orders shall include: the name and signature of the User County's juvenile judge, the full name of the juvenile, the date of admission to the YDCC, and authorization for emergency and/or necessary medical, dental, and mental healthcare.
 - g. All pre-dispositional placement orders for the ASPIRE program shall include: the name and signature of the User County's juvenile judge, the full name of the juvenile, the date of admission to the YDCC, and authorization for emergency and/or necessary medical, dental, and mental healthcare.
 - h. Necessary reports from User County shall include: arrest information, identification and all contact information of adult(s) to be notified in case of a medical or other emergency.
 - i. Prior to transporting any juvenile to the YDCC, it shall be the responsibility of the User County to notify such juvenile's parent(s) or adult(s) of said juvenile's apprehension and detention. Prior to the juvenile's detention hearing, the User County should notify juvenile's attorney of record of his/her detention and share such contact information with the YDCC.
8. Judicial Proceedings. All judicial proceedings regarding the User County's juveniles detained in the YDCC shall be the responsibility of the User County. It shall be the

responsibility of the User County to provide the YDCC with necessary written judicial orders such as, but not limited to: secure detention, release from detention, transportation, emergency medical/mental health treatment, and temporary releases. It shall further be the responsibility of the User County to ensure that legally proper detention hearings are timely conducted and that the resulting copies of written court orders are transmitted to the YDCC.

9. Discharge/Release. Except in an emergency situation, the YDCC will not permanently remove or release any User County juvenile without proper written authorization from the User County, subject to the provisions to Section 4 of this Agreement. Upon notification of User County that a juvenile shall be released, the YDCC shall process that juvenile for release and have him/her ready to depart the YDCC within one (1) hour of notification during the business hours of 7:00 a.m. to 4:30 p.m., Monday through Friday, or upon reasonable notice and as soon as practicable at other times.

In the event a User County juvenile requires long-term hospitalization, User County shall take necessary action to transfer physical custody of such juvenile to the juvenile's parent(s) or other legal guardian.

For youth who have participated in RISE=UP or ASPIRE, it is important that User County participates in discharge planning and re-integration of the youth into User County.

10. Access. User County shall be granted reasonable access to the YDCC for purposes of inspection and inquiry pertinent to the facility's general operation or detention of individuals held for the User County.
11. Billing Contact. Each Party shall designate a contact person to handle invoicing, billing questions, and disputes. Such person's contact information is specified below. A Party may change this designation by providing ten (10) business days' notice in writing to the other Party's designee listed in the Notices section of this Agreement.

USER COUNTY
Dena Sedlmayr, Accountant
1202 Northport Dr
Madison, WI 53704
(608) 242-6202
Sedlmayr.Dena@danecounty.gov

RACINE COUNTY
Obed Medina, Fiscal Manager
1717 Taylor Avenue
Racine, WI 53401
(262) 638-6695
HSDAccounting@racinecounty.com

12. Reserved Beds. At the time of entering into this Agreement, User County declines the opportunity to purchase Reserved Bed(s). The types and pricing of Reserved Bed options are set forth at Exhibit A. The pricing reflects a discount on the annual price for Unreserved Beds. If User County wishes to purchase Reserved Beds after January 31, 2025, the discount will be applied proportionally based on the number of months remaining in the year at which time User County purchases Reserved Beds and an amendment reflecting the same will be required.

13. Secure Juvenile Detention Bed. In consideration of the safekeeping, care, and sustenance provided by the Juvenile Detention Center, User County shall pay Racine County the sum of \$500 per juvenile per day for any secure juvenile detention bed under this section.
14. Additional Services/Charges. In addition to the secure juvenile detention bed rate as described in Section 13 of this Agreement, the Parties acknowledge that additional charges may apply to address the following additional services:
- a. *Property damage.* User County shall pay Racine County the actual cost of repairing property damage caused by the User County juvenile while the juvenile is in the custody of the YDCC. Racine County agrees to provide reasonable assistance to User County and to cooperate with User County's efforts to seek reimbursement from the juvenile's parent(s) or guardian(s). Documentation and invoices for such repairs shall be provided to User County by Racine County upon written request by User County.
 - b. *Non-typical services surcharge.* Racine County is authorized to bill, and User County shall pay, a non-typical services surcharge in addition to already existing rates for an unreserved bed. Non-typical services are defined as those services not normally required by the YDCC and deemed necessary for the safety and security of the subject juvenile. Examples include, but are not limited to, one-on-one staffing or greater, extraordinary living arrangements or dental/medical/mental health services not required under DOC 346.23 and DOC 347.27, and interpretive services. Racine County shall advise User County as soon as practicable the applicable rate and anticipated duration of needed non-typical services. If User County declines to cover the cost of needed non-typical services and alternative arrangements cannot be agreed upon by the Parties, then User County shall arrange for the removal and transportation of the User County juvenile within 24-hours from the time Racine County provides notification of the need for non-typical services.
 - c. *Emergency Transportation.* User County shall be responsible for the cost of emergency transportation for any User County juvenile as follows: the hourly rate of the employee(s) assigned to one-to-one supervision of the User County juvenile throughout the duration of the emergency transportation, plus mileage at the applicable standard mileage rate established by the Internal Revenue Service
- User County shall be responsible for making necessary arrangements and covering all costs associated with all other transportation to any and all areas outside the YDCC, including, but not limited to, transporting a User County juvenile to court proceedings and to the YDCC upon his/her release from hospitalization.
- d. *RISE=UP Programming.* Juveniles who meet the criteria for a community-based program may participate in the RISE=UP program. The unreserved rate for a User County juvenile's participation in the RISE=UP program is \$1200 per day and the User County shall be responsible for paying User County the RISE=UP program

rate for each participant. User County may reserve RISE=UP Reserved Bed(s) in accordance with Section 12 of this Agreement.

- e. *ASPIRE Programming.* Juveniles who meet the criteria for a community-based voluntary program may participate in the ASPIRE program. The unreserved rate for a User County juvenile's participation in the ASPIRE program is \$900 per day and the User County shall be responsible for paying User County the ASPIRE program rate for each participant. User County may reserve ASPIRE Reserved Bed(s) in accordance with Section 12 of this Agreement.
 - f. *Emergency Detention.* User County shall be responsible for all costs associated with the emergency detention of any User County juvenile under Chapter 51 of the Wisconsin State Statutes. In the event that Racine County pursues involuntary commitment for treatment under Chapter 51 of User County juvenile, User County agrees to stipulate to and accept change of venue back to User County for all Chapter 51 proceedings.
 - g. *Psychological Testing.* Fees incurred for psychological testing ordered by the User County Circuit Court shall be the sole responsibility of User County.
 - h. *Records Costs.* User County is responsible for any and all costs associated with the production and delivery of reports and records.
15. Invoice. For the bed rental charges described in Section 13 and the Additional Services/Charges described in Section 14, the YDCC shall submit to the User County itemized monthly billing statements. The billing statement shall be sent electronically to the billing contact email provided in Section 11 of this Agreement. Such statements shall include: (i) the name and date of birth of each juvenile held; (ii) the name of person authorizing detention; (iii) the dates and times of admittance and discharge; (iv) the length of stay; (v) the bed rental charges for each juvenile described in Section 13 of this Agreement; and (vi) any Additional Services/Charges for each juvenile described in Section 14 of this Agreement.

All charges on the billing statement shall be paid by the User County within 30 days from the date of the billing statement.

With respect to Additional Services/Charges provided for by Section 14 of this Agreement, the User County hereby authorizes the YDCC to request each provider to directly invoice the User County for the provision of such service. User County shall pay each such invoice according to the terms of such invoice. In addition, in the event that any provider of medical care does not directly invoice User County and instead invoices the YDCC, the YDCC hereby delegates and assigns, and the User County accepts such delegation and assignment of, the YDCC's duties and rights arising out of each invoice for medical care. Immediately upon receipt of each such invoice for medical care, the YDCC shall forward that invoice to the User County's billing contact as provided in Section 11 of this

Agreement for the User County to process payment directly from the User County to the invoicing person or entity pursuant to the terms of the invoice.

16. Maximum Budgetary Authority. Insofar as User County has limited budgetary authority for the placement of juveniles at the YDCC, it shall be the responsibility of User County to monitor costs incurred hereunder and to make necessary and timely notification to Racine County so that User County juvenile(s) may be removed from the YDCC before User County exceeds such budget authority.
17. Legal Services. User County shall be solely responsible to make certain that those juvenile(s) detained in the YDCC by order of the User County Circuit Court receive all legal services required by applicable law.
18. Writ of Habeas Corpus. In the event a petition for a writ of habeas corpus or similar proceeding is initiated by or on behalf of one or more User County juvenile(s) placed in the YDCC, User County shall be fully responsible to respond to and defend this petition and shall defend, indemnify, and hold harmless Racine County, its principals, officers, employees, and volunteers from all expenses, damages, claims, and allegations associated in any way with such a petition.
19. Reporting. Racine County shall provide written reports to the User County Circuit Court at disposition on juveniles held ten (10) days or more upon the request of User County. Racine County shall provide monthly statistics indicating the number of juveniles held, along with the offense, time and date of admission, and lengths of stay of juveniles housed within the YDCC upon request by User County. Racine County shall notify User County in writing within one (1) day if an employee, volunteer, student, intern, contractor, or agent has been charged with or convicted of any crime specified in Wis. Admin. Code Ch. DHS 12.07(2). Racine County will provide to User County additional statistical reports concerning User County juveniles as may be available through Racine County's automated database in accordance with controlling law.

If any User County juvenile is alleged to be a victim and/or perpetrator of a delinquent (criminal) act while placed in the YDCC, a representative of Racine County must immediately and within twenty-four (24) hours notify User County's Chief Intake Worker or Intake Worker on call of the allegations.
20. Background Checks. Racine County shall conduct background checks at its own expense of all employees, volunteers, students, interns, contractors, and agents providing services under this Agreement if required under the provisions of Wis. Admin. Code Ch. DHS 12. Racine County shall maintain the results of background checks on its own premises for at least three (3) years from the expiration of this Agreement. User County reserves the right to request the results of the background checks to be provided in accordance with controlling law and/or to do additional background checks.
21. Non-discrimination. The Parties agree that in providing services pursuant to this Agreement, they shall not discriminate against any employee, applicant for employment,

juvenile, or any other person on the basis of race, color, religion, sex, disability, national origin, age, marital status, receipt of public assistance, or any other basis prohibited by applicable state or federal law.

22. Independent Contractor. It is the express intent of the Parties that this Agreement shall not create an employer-employee relationship. Employees of the User County shall not be deemed to be employees of the YDCC and employees of the YDCC shall not be deemed to be employees of the User County. Racine County and User County shall be responsible to their respective employees for all salary and benefits. Neither the User County's employees nor Racine County's employees shall be entitled to any salary, wages, or benefits from the other Party, including, but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave, or injury leave. User County shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
23. Hold Harmless, Indemnity, and Insurance. Each Party agrees to save and hold harmless, to the fullest extent allowed by law, the other Party and its principals, officers, employees, and volunteers from and against all claims, demands, suits, actions, payments, liabilities, judgments, and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, employees, or volunteers in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including any loss of use resulting therefrom. Further each Party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Neither Party shall discontinue or change liability insurance policies in effect during any part of this Agreement without buying tail end or no-gap insurance to cover potential claims that may have occurred during the term of this Agreement. Nothing in this Agreement shall require either Party to indemnify or hold harmless the other Party from liability for the negligent or wrongful acts or omissions of said other Party or its principals, officers, or employees. The hold harmless, indemnity, and insurance provisions of this Agreement shall survive the termination of this Agreement and shall remain operative until the time that all potential claims or potential civil actions by the parties or by third parties shall expire under existing law.
24. Immunity/Limitations. Nothing herein shall be interpreted to constitute a waiver of any immunity, limitations on damages, notice requirements, or statutes of limitation afforded either party under any applicable law. It is expressly understood and agreed that the liability of either party, its agents, officers, and employees on any claims brought by the other party or third parties, whether for contribution, indemnification, or otherwise, shall not exceed and are governed and limited by the provisions within Chapter 893 of the Wisconsin State Statutes, including the limit on the amount recoverable. Nothing in this Agreement shall in any way constitute a waiver by either party, its agents, officers, and/or

employees of any immunity, liability limitation, limitation on the amount recoverable, or other protections available to it under Chapter 893 of the Wisconsin State Statutes, or other applicable law.

25. Integration. The Parties hereby agree that this Agreement constitutes the entire understanding of the Parties and supersedes all prior contracts, agreements, and negotiations between the Parties whether verbal or written related to the detention of juveniles at the YDCC.
26. Forbearance Not Waiver. YDCC's failure or neglect to enforce any of its rights under this Agreement will not be deemed to be a waiver of YDCC's rights.
27. Disputes/Venue. The Parties will attempt to resolve any dispute regarding the interpretation of this Agreement between themselves and any mutually agreed upon resolution will be in writing. If either party brings against the other party any proceeding arising out of this Agreement, that party may bring that proceeding against the other party only and exclusively in the Racine County Circuit Court in Racine, Wisconsin, and each party hereby submits to the exclusive jurisdiction of that court for purposes of any such proceeding.
28. Third Party Rights. This Agreement is not intended to, and does not, create any rights or benefits on behalf of any person, whether an individual or an entity, other than the Parties to this Agreement. The YDCC shall not be obligated or liable hereunder to any person, whether an individual or an entity, other than User County.
29. Notices. Except for billing and invoicing, all other notices, request for services, or other communications provided under this Agreement shall be served in writing either by personal service, email, or by first-class mail, and addressed to the party to be served as follows:

USER COUNTY Marykay Wills , PEI HS Manager Andre M. Johnson Sr , Youth Justice and Prevention Manager Wills.Marykay@danecounty.gov Johnson.Andre@danecounty.gov	RACINE COUNTY Antonio Chavez, Superintendent 1717 Taylor Avenue Racine, WI 53401 (262) 638-6722 Antonio.Chavez@racinecounty.com
--	---
30. Assignment. User County may not assign this Agreement or any rights, interest, or obligations hereunder, by operation of law or otherwise, without prior written consent of Racine County. Any assignment by User County without Racine County's prior written consent shall be absolutely void.
31. Force Majeure. Neither party shall be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including, but not limited to, acts of God, war, pandemic, strikes or labor disputes, embargoes, government orders, or any other force majeure event.

32. Confidentiality. This Agreement, in its entirety, is at all times subject to such state and federal laws (including the Health Insurance Portability and Accountability Act) and administrative regulations as exist at the time this Agreement is executed and as shall become effective after execution but prior to termination of this Agreement. Racine County agrees to conform to information sharing and/or confidentiality policies and requirements established by User County subject to applicable law. Parties acknowledge by signing the Agreement certain obligations under the Public Records Law apply. Confidentiality requirements under both State and Federal laws relating to juveniles shall be complied with by all parties. Racine County agrees to use safeguards to prevent a breach of confidentiality and in the event of a breach, Racine County has a duty to report any breach to User County. This duty to report survives termination or expiration of the Agreement.

THIS YDCC BED RENTAL AGREEMENT EXECUTED BY THE PARTIES, this ____ day of _____, 2025.

RACINE COUNTY

USER COUNTY

BY: _____
County Clerk Date

BY: _____
County Executive Date

BY: _____
County Board Chairman Date

BY: _____
Finance Director Date

Certified to be correct as to form

BY: _____
Corporation Counsel Date

Exhibit A
Reserved Bed Options/Pricing

The types and pricing of Reserved Bed options are identified below. The pricing reflects a discount on the annual price for Unreserved Beds. If User County wishes to purchase Reserved Beds after January 31, 2025, the discount will be applied proportionally based on the number of months remaining in the year at which time User County purchases Reserved Beds and an amendment reflecting the same will be required.¹ In the event any Reserved Bed is not available for User County due to YDCC refusal to accept placement of an otherwise eligible User County juvenile, User County shall not be invoiced and shall not be required to pay for said Reserved Bed for those dates that it remains unused due to YDCC refusal to accept placement.

Secure Juvenile Detention Bed. \$400 per day for each Secure Juvenile Detention Reserved Bed whether or not the Secure Juvenile Detention Reserved Bed is used by User County. Racine County shall not remove a User County juvenile utilizing the Secure Juvenile Detention Reserved Bed to make space for Racine County juveniles or juveniles of any other county.

RISE=UP Program. \$1000 per day for each RISE=UP Reserved Bed whether or not the RISE=UP Reserved Bed is used by User County. Racine County shall not remove a User County juvenile utilizing the RISE=UP Reserved Bed to make space for Racine County juveniles or juveniles of any other county.

ASPIRE Program. \$750 per day for each ASPIRE Reserved Bed whether or not the ASPIRE Reserved Bed is used by User County. Racine County shall not remove a User County juvenile utilizing the ASPIRE Reserved Bed to make space for Racine County juveniles or juveniles of any other county.

¹ For example, if User County elects to purchase one (1) Secure Juvenile Detention Reserved Bed beginning March 1, 2025, the applicable discounted rate would be \$416.67 per day through December 31, 2025. Similarly, if User County elects to purchase one (1) RISE=UP Reserved Bed beginning March 1, 2025, the applicable discounted rate would be \$1033.33 per day through December 31, 2025.