

**LAW ENFORCEMENT SERVICES GRANT AGREEMENT
HAVENWOODS ECONOMIC DEVELOPMENT**

This Law Enforcement Services Grant Agreement (“Agreement”) is entered into this ____ day of _____, 2010, by and between the City of Milwaukee, a municipal corporation organized under the laws of the State of Wisconsin, (“City”), acting through its Police Department (“MPD”), and Havenwoods Economic Development Corporation, a Wisconsin 501(c)(3) corporation, (“HEDC”), (collectively, “the Parties”).

WHEREAS, the Parties wish to cooperate to develop a close relationship in community crime intervention efforts; and

WHEREAS, the Community Intervention Project (“Project”) is a community crime initiative targeting low to mid level drug dealers within the 4th Police District in the City; and

WHEREAS, the parties wish to work cooperatively to create the architecture necessary to reduce the level of drug trafficking within the boundaries of the 4th Police District; and

WHEREAS, the HEDC has offered a grant for the assignment of a law enforcement personnel to provide surveillance of drug dealers; and

WHEREAS, the Chief of Police (“Chief”), has indicated a willingness to provide special assignment of law enforcement personnel in accordance with the terms and conditions of this Agreement; and

WHEREAS, the acceptance of such a grant from the HEDC qualifies under the policy established in Milwaukee Code of Ordinances § 304-83; and

WHEREAS, the Common Council of the City has approved this Agreement via Common Council Resolution File Number _____ adopted on _____, and has authorized the Chief to execute this Agreement on the City’s behalf;

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the Parties agree as follows:

I. Duties of MPD

The MPD agrees to provide law enforcement personnel to carry out the surveillance duties need to further the Project. Specifically:

A. MPD will provide a full-time equivalent law enforcement officer to devote expertise and time to the surveillance of drug dealers and their respective activities.

B. Surveillance will include video, photos, and audio, where appropriate, of offenders dealing drugs in an open-air environment.

C. Surveillance will commence upon Common Council approval through December 31, 2010, or until the funds allocated from the Department of Justice Assistance Federal Grant are exhausted.

D. Designated officer/s will develop case files of offenders that could be appropriate candidates for the Project.

II. Duties of HEDC

The HEDC agrees to serve as the financial resource for salary and equipment expenses. Specifically:

A. HEDC will provide the financial resources needed to reimburse the salary of a full-time equivalent community intervention officer, not to exceed \$42,000 for 2010. Monies used will be drawn down from the Bureau of Justice Assistance via a federal earmark provided to HEDC to fund the Project.

B. Payment from HEDC to the MPD will occur quarterly.

C. HEDC will provide the financial resources needed to purchase the surveillance equipment as advised by the 4th Police District Commanding Officer. Equipment costs are not to exceed \$5,600.

D. HEDC will own and store the surveillance equipment at the HEDC site at 6161 N. 64th Street, making the equipment available to designated law enforcement personnel.

III. Other Provisions

A. Nothing in this Agreement is intended to reduce or eliminate the law enforcement jurisdiction which the City, Chief, and MPD would have in the absence of this Agreement.

B. At all times and under all circumstances under this Agreement, MPD personnel shall remain under the sole command of MPD supervisors. The actions of the MPD personnel shall be governed by the policies and practices of the City and the MPD as exercised in the discretion of the City and Chief.

C. The Parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees. The Parties acknowledge that financial and civil liability for the actions and omissions of each employee detailed to the Project remain vested with his or her employing agency.

D. This Agreement shall become effective upon execution by the MPD, and shall remain in effect until December 31, 2010, or until \$42,000 in salary expenses are exhausted, or as specified in grant adjustments for the Project.

E. This Agreement sets forth all of the covenants, provisions, agreements, conditions, and understandings between the Parties, and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, other than are herein set forth. Any amendments to this Agreement shall be in writing and signed by the Parties.

F. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

G. The undersigned represent that they are empowered to undertake the covenants, promises, and agreements set forth herein, and that they are duly authorized to enter into this Agreement on behalf of their respective entities.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date hereinbefore set forth.

For the City of Milwaukee:

Signature: _____ Date: _____
Edward A. Flynn, Chief
Milwaukee Police Department

For the Havenwoods Economic Development Corporation:

Signature: _____ Date: _____
Stephanie Harling, Executive Director