

CITY OF MILWAUKEE

Form CA-43

GRANT F. LANGLEY
City Attorney

RUDOLPH M. KONRAD
Deputy City Attorney

THOMAS E. HAYES
PATRICK B. McDONNELL
LINDA ULISS BURKE
Special Deputy City Attorneys



OFFICE OF CITY ATTORNEY
800 CITY HALL
200 EAST WELLS STREET
MILWAUKEE, WISCONSIN 53202-3551
TELEPHONE (414) 286-2601
TDD 286-2025
FAX (414) 286-8550

BEVERLY A. TEMPLE
THOMAS O. GARTNER
BRUCE D. SCHRIMPF
ROXANE L. CRAWFORD
SUSAN D. BICKERT
HAZEL MOSLEY
HARRY A. STEIN
STUART S. MUKAMAL
THOMAS J. BEAMISH
MAURITA F. HOUREN
JOHN J. HEINEN
MICHAEL G. TOBIN
DAVID J. STANOSZ
SUSAN E. LAPPEN
DAVID R. HALBROOKS
JAN A. SMOKOWICZ
PATRICIA A. FRICKER
HEIDI WICK SPOERL
KURT A. BEHLING
GREGG C. HAGOPIAN
ELLEN H. TANGEN
MELANIE R. SWANK
JAY A. UNORA
DONALD L. SCHRIEFER
EDWARD M. EHRlich
LEONARD A. TOKUS
MIRIAM R. HORWITZ
MARYNELL REGAN
G. O'SULLIVAN-CROWLEY

Assistant City Attorneys

February 18, 2003

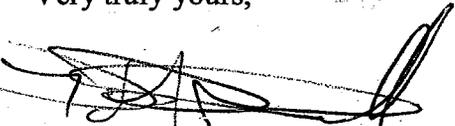
Alderman Michael S. D'Amato
3rd Aldermanic District
Room 205 – City Hall

Re: UWM Law Enforcement Special Assignment Grant Agreement

Dear Alderman D'Amato:

Given the recent e-mail which I received from UWM's legal counsel, Monica Rimai, the status of the above-captioned matter is somewhat uncertain. However, assuming that it again becomes relevant to consider this matter, I am providing hereunder a final version of both the agreement itself and the resolution. I am also providing hereunder a copy of the fiscal note prepared by the Police Department. If you have any questions concerning either document, please feel free to contact me. I also look forward to hearing from you regarding whether this matter will in fact proceed to the Common Council for its consideration.

Very truly yours,


PATRICK B. McDONNELL
Special Deputy City Attorney

PBM:dms

Enc.

c: Raymond Sucik

1033-2002-3543:64086

LAW ENFORCEMENT SPECIAL ASSIGNMENT GRANT AGREEMENT

This Agreement is entered into this ____ day of _____, 2003 by and between the City of Milwaukee, acting through its Chief of Police ("Chief"), and the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee ("University").

Witnesseth:

Whereas, The University, acting pursuant to sec. 66.0301, Stats., has offered the Milwaukee Police Department ("MPD") a grant to pay for two additional police officers to patrol the UWM neighborhood, an area as defined on Exhibit A attached hereto and incorporated herein, from 11:00 p.m. until 3:00 a.m. Thursday, Friday and Saturday nights from August 25 – October 15 and again from April 15 – May 15; and

Whereas, The Chief has indicated a willingness to provide special assignment of police officers in accordance with the terms and conditions of this Grant Agreement; and

Whereas, The Common Council has approved this Agreement via Common Council Resolution File No. _____ adopted _____ and authorized the Chief to execute the Agreement on the City's behalf; and

Whereas, The University has approved this Agreement and authorized _____ to execute it on the University's behalf;

Now, Therefore, In consideration of the premises and for the other good and valuable consideration hereinafter set forth, the parties agree as follows:

1. Two MPD officers shall be provided to patrol the UWM neighborhood, an area defined on Exhibit A, from 11:00 p.m. until 3:00 a.m. Thursday, Friday and Saturday nights from August 25 – October 15 and again from April 15 – May 15. At all times and under all

circumstances under this Agreement, MPD personnel shall remain under the sole command of MPD supervisors, and shall remain the employees of the City of Milwaukee for all purposes whatsoever. The action 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.

2. The term of this Agreement shall be for a period from January 1, 2003 to December 31, 2003.

3. The City shall be compensated for specially assigning MPD officers in accordance with this Agreement at the current overtime rate for top paid police officers, currently \$36.69 per hour at the 2003 rate, to be adjusted annually to reflect pay increases. Total payments to the City under this Agreement shall not exceed \$11,000. The City shall submit bills to the University on a monthly basis. The monthly billings shall be based upon the MPD's biweekly pay periods for police officers assigned to University events under this Agreement in the previous month. Bills should be sent to UWM's Vice Chancellor for Administrative Affairs, Chapman Hall, Room 306, P.O. Box 413, Milwaukee, WI 53201. Payments shall be made within 10 days of billing receipt and shall be sent to: Police Administration Building, Budget & Finance Division, 749 W. State Street – Room 714, Milwaukee, WI 53233.

4. Either party may terminate this Agreement without cause upon delivery of a written notice to the other party specifying that the Agreement shall be terminated no sooner than 30 days after the delivery of the notice of termination. The City shall be compensated for all special assignments provided prior to the date of termination.

5. The City may, at its option, terminate this Agreement upon failure of the University to pay any amounts that may become due hereunder for a period of 60 days following the submission of appropriate billing and supporting documentation. Upon said termination, the

City shall be paid the amounts due for all special assignments completed through the completed date of termination.

6. If the City fails to fulfill any of its obligations under this Agreement in a timely and proper manner or violates any provisions of this Agreement, the University shall thereafter have the right to terminate this Agreement by written notification delivered to the Chief specifying the alleged violation and the effective date of termination. The Chief shall thereafter have 5 days to remedy the alleged violation. If the alleged violation is not remedied, to the satisfaction of the University, after said 5 day period, the University may terminate this Agreement for cause. As a complete alternative to termination, the University retains the right to cancel the termination notice or delay the effective date of the notice of termination beyond the initial 5 day cure period, or otherwise establishes appropriate procedures to avoid future violations. In the event of termination, the University will be liable for special police assignments completed through the date of termination and not for any uncompleted portion or for any materials or services purchased or paid for by the City for use in completing the requirements of this Agreement.

7. The City and the University shall be solely liable for all acts undertaken by their respective employees, agents and officers.

8. 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.

In Witness Whereof, The parties have executed this Agreement on the day and year first above written.

IN THE PRESENCE OF:

CITY OF MILWAUKEE

Police Chief Arthur L. Jones

COUNTERSIGNED:

Comptroller

BOARD OF REGENTS OF THE
UNIVERSITY OF WISCONSIN
SYSTEM, ON BEHALF OF THE
UNIVERSITY OF WISCONSIN –
MILWAUKEE

Donald G. Melkus
Vice Chancellor for Administrative
Affairs

PBM:dms
2/18/03
1033-2002-3543:60249

EXHIBIT A

BOUNDARIES OF UWM NEIGHBORHOOD TO BE PATROLLED

MPD officers funded under the Law Enforcement Special Assignment Grant from the University shall be assigned to patrol in the following area:

North Boundary:	Edgewood Avenue
South Boundary:	Park Place
East Boundary:	Downer Avenue
West Boundary:	The Milwaukee River

1033-2002-3543:61715