

## **LAW ENFORCEMENT SPECIAL ASSIGNMENT GRANT AGREEMENT (Revised)**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_, by and between the City of Milwaukee, acting through its Chief of Police ("Chief") and the Board of Regents for the University of Wisconsin System, on behalf of the University of Wisconsin - Milwaukee ("UWM").

**WHEREAS**, UWM has offered the Milwaukee Police Department ("MPD") a grant for the assignment of additional MPD officers to patrol the City of Milwaukee neighborhood immediately surrounding UWM; 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**, UWM has approved this Agreement and authorized the Vice Chancellor for Administrative Affairs to execute it on UWM's behalf;

**NOW, THEREFORE**, in consideration of the premises and for other good and valuable consideration hereinafter set forth, the parties agree as follows:

1. In addition to regularly assigned patrols, the Chief shall assign two MPD officers to patrol the UWM neighborhood, an area as defined on Exhibit A attached hereto and incorporated by reference, for a 4 hour period (to be determined on a daily basis by MPD) between the hours of 5:00 p.m. and 4:00 a.m., Thursday, Friday and Saturday nights from April 15 to May 15, 2003. 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 initial term of this Agreement shall be for a period from April 15, 2003 to May 15, 2003 or when the not-to-exceed amount in Sec.3 is exhausted, whichever occurs first. The Agreement may be renewed only by written agreement of the parties.
3. UWM shall compensate the City for specifically assigning MPD police 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 \$ 4,400.00 for the term of this Agreement. The City shall submit a bill to UWM on or about May 31, 2003. This bill shall be based upon the MPD's biweekly pay periods for police officers assigned to the UWM neighborhood pursuant to this Agreement. The bill should be sent to: UWM's Vice Chancellor for Administrative Affairs, Chapman Hall, Room 306, P.O. Box 413, Milwaukee, WI 53201. Payment shall be made within ten (10) days of billing receipt and shall be sent to: Police Administration Building, Budget & Finance Division, 749 West State Street-Room 714, Milwaukee, WI 53233. Payments under this Agreement shall be contingent upon the presence of police officers assigned under this Agreement in the UWM neighborhood as reported by UWM.

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 thirty (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 UWM to pay any amounts that may become due hereunder for a period of sixty (60) days following the submission of appropriate billing and supporting documentation, by providing written notice of termination for failure to pay bills in a timely fashion. 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, UWM 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 will thereafter have five (5) days to remedy the alleged violation. If the alleged violation is not remedied, to UWM's satisfaction, after said five (5) day period, UWM may terminate this Agreement for cause. As a complete alternative to termination, UWM retains the right to cancel the termination notice or delay the effective date of the notice of termination beyond the initial five (5) day cure period, or otherwise establishes appropriate procedures to avoid future violations. In the event of termination, UWM will be liable for special police assignments completed through the date of termination provided they are consistent with the terms of this Agreement, 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 UWM 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 Jones

**Countersigned:**

\_\_\_\_\_

\_\_\_\_\_  
Comptroller

**The Board of Regents for the University of  
Wisconsin System, on behalf of the  
University of Wisconsin - Milwaukee**

\_\_\_\_\_

\_\_\_\_\_  
Donald G. Melkus  
Vice Chancellor for Administrative Affairs

## **EXHIBIT A**

### **BOUNDARIES OF THE 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: Lake Drive  
West Boundary: The Milwaukee River