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November 1, 2000

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Ms. Monica Rimai
Senior University Legal Counsel
University of Wisconsin-Milwaukee
Mitchell Hall, Room 359
P.O. Box 413
Milwaukee, WI 53201-0413

Dear Monica:

**Re: Agreement for Mutual
Law Enforcement Aid**

Enclosed please find a proposed agreement for mutual aid between the City and the University of Wisconsin System. The agreement is roughly modeled on the Suburban Mutual Aid Assistance Response Team's agreement which you provided to me. However, you will note that there are a number of substantive differences. I call your specific attention to the definition of "incident."

Alderman Michael D'Amato has indicated that he would like to schedule this matter for public hearing at the upcoming November 20th meeting of the Common Council's Judiciary and Legislation Committee.

Please feel free to give me any comments you have on the draft at your earliest convenience. I would also be happy to meet with you again on this matter.

Very truly yours,

PATRICK B. McDONNELL
Special Deputy City Attorney

PBMcD:dms
Enc.

cc: Ald. Michael D'Amato
Chief Arthur Jones
Brenda Wood

AGREEMENT FOR MUTUAL LAW ENFORCEMENT AID

This Agreement is entered into this ___ day of _____, 2000 by and between the City of Milwaukee ("City") and the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee ("UWM") Campus ("University").

Witnesseth:

Whereas, In recognition of the fact that situations may occur which are beyond the ability of the individual party's law enforcement agency to deal with in terms of personnel, equipment and available resources, the parties acting pursuant to sec. 66.30 and sec. 66.305, [effective 1/1/2001, the sections are designated as sec. 66.0301(1) and (2) and sec. 66.0313] Stats., desire to set forth their understandings with respect to the furnishing of mutual law enforcement assistance on the University of Wisconsin-Milwaukee ("UWM") campus and on the area of the City of Milwaukee adjacent to the UWM campus; and

Whereas, The Common Council of the City of Milwaukee in accordance with Common Council File No. _____ adopted _____ has authorized the proper City officers to execute this Agreement; and

Whereas, The University has authorized _____ to execute this Agreement;

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

I.

DEFINITIONS

A. Incident. A situation in which the response time of the Requesting Agency is, in the judgment of the Requesting Agency's Chief, inadequate (i.e., exceeds 30 minutes on average) to meet community law enforcement needs concerning matters including, but not limited to,

complaints involving potential violations of state or local laws concerning nuisance noise, loitering, disorderly conduct, underage drinking, violations of liquor licensing laws or other such quality of life offenses.

B. Agency. The Milwaukee Police Department or the UWM Police Department.

C. Chief. The Chief of the Milwaukee Police Department or the UWM Police Department or an individual acting, for the purposes of this Agreement, as a designee of either Chief.

D. Mutual Aid. A definite and prearranged written plan agreed upon by the agencies whereby regular response and assistance is provided by the aiding agency in the event of incidents occurring within the jurisdiction of the requesting agency. Such assistance shall be provided in accordance with the police incident assignments as developed by both agencies.

E. Requesting Agency. The Milwaukee Police Department or the UWM Police Department, as the case may be, if an incident occurs in the jurisdiction of either agency that is of such magnitude that it cannot be adequately handled by that agency's law enforcement personnel.

F. Aiding Agency. The Milwaukee Police Department or the UWM Police Department, as the case may be, which furnishes police equipment and personnel to the requesting agency.

G. Police Incident Assignments. A predetermined listing of personnel and equipment that will respond to aid a requesting agency.

II.

THE MUTUAL AID PLAN

A. Whenever an Incident is of such magnitude and consequence that it is deemed advisable by the Requesting Agency's Chief to request assistance of an Aiding Agency through the Aiding Agency's Chief, the Requesting Agency is hereby authorized to do so under the terms of this mutual aid agreement, and the Aiding Agency is authorized to and shall forthwith take the following action:

1. Immediately determine what resources are required according to the mutual aid police incident assignment.

2. Immediately determine if the required equipment and personnel can be committed in response to the request from the requesting agency.

3. Dispatch immediately the personnel and equipment required to the requesting agency in accordance with the police incident assignment.

B. The rendering of assistance under the terms of this mutual aid agreement shall not be required in accordance with the police incident assignments if the commanding officer of the aiding agency determines that the available personnel and equipment are required for the protection of the aiding agency. In that event it is the responsibility of the aiding agency to immediately notify the requesting agency of it. The judgment of the commanding officer shall be final.

C. The senior officer present, of the requesting agency, shall assume full responsibility and command for operations at the scene. He/she will assign personnel and equipment, of the aiding agencies, to positions when and where he/she deems necessary.

D. It is expected that requests for mutual aid under this Agreement will be initiated only when the needs exceed the resources of the requesting agency. The aiding agency will be released and returned to duty in its own jurisdiction as soon as the situation is restored to the point which permits the requesting agency to adequately handle it with its own resources or when the aiding agency is no longer able to provide assistance per paragraph (2)(B) herein.

E. Notwithstanding the provisions of sec. 66.315, [sec. 66.0513, Stats., effective 1/1/2001] Stats., all service performed under this Agreement shall be rendered without reimbursement by either party. However, requests for indemnification for unusual or extraordinary and unanticipated costs incurred in the performance of mutual aid may be submitted by the Aiding Agency to the Requesting Agency. Pursuant to sec. 66.315, Stats., payment of such costs shall be at the discretion of the Requesting Agency.

F. Pursuant to sec. 66.305, Stats., law enforcement personnel who provide mutual aid assistance shall be deemed an employee of the requesting agency for the purpose of sec. 895.35 and sec. 895.46, Stats. In the event that an action is brought against an officer for damages arising out of acts committed while acting within the scope of his/her employment while rendering mutual aid assistance, the requesting agency shall be responsible for reasonable attorney's fees and costs incurred in defending such action and shall be responsible for damages and costs incurred as a result of said action, and shall be responsible for indemnifying the individual officer(s) involved, pursuant to sec. 895.46, Stats.

G. The Police Chiefs of both parties shall establish and maintain a governing board and establish an operation plan for giving and receiving aid under this Agreement. Said plan shall be reviewed, updated and tested at regular intervals.

H. Nothing in this Agreement is intended to reduce or eliminate the law enforcement jurisdiction which either Agency would have in the absence of this Agreement; and both Agencies specifically retain any and all law enforcement jurisdiction which they would otherwise have within the jurisdiction of the other Agency.

III.

TERMINATION

Either party may terminate this Agreement upon 30 days' written notice.

IV.

NOTICES

For the City: Chief of Police
Police Administration Bldg.
Room 705A
749 W. State Street
Milwaukee, WI 53233.

For the University:

This Agreement was executed as of the date first set forth above.

IN THE PRESENCE OF:

CITY OF MILWAUKEE

Mayor

City Clerk

COUNTERSIGNED:

Comptroller

IN THE PRESENCE OF:

UNIVERSITY

PBMcD:dms
10/18/00
32610