

## CITY OF MILWAUKEE

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January 16, 2001

Alderman Thomas G. Nardelli  
Chair  
Public Safety Committee  
Room 205 – City Hall

Dear Alderman Nardelli:

Re: Agreement for Mutual Law Enforcement  
Aid Being Considered Under C.C. File 001070

I am enclosing for inclusion in the above-captioned file the final version of the Agreement for Mutual Law Enforcement Aid between the City and the University of Wisconsin-Milwaukee. This agreement has been reviewed and approved by UWM's legal counsel. With that approval, I would request that the matter be put on your January 22<sup>nd</sup> Public Safety Committee agenda.

Very truly yours,

**PATRICK B. McDONNELL**  
Special Deputy City Attorney

PBMcd:dms

Enc.

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

36511

**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 Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee ("UWM" or "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 Wisconsin Statute Sections 66.30 and 66.305, [effective 1/1/2001, the sections are designated as 66.0301(1) and (2) and sec. 66.0313], 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 Donald G. Melkus, Assistant Chancellor, Administrative Affairs, 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, which in the judgment of the Requesting Agency's Chief, requires additional policing resources to meet community law enforcement needs concerning violations of state laws or City ordinances.

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.

E. Requesting Agency. The Milwaukee Police Department ("MPD") or the UWM Police Department ("UWM PD"), 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.

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.

B. The rendering of assistance under the terms of this mutual aid agreement shall not be required 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. If the Requesting Agency is the MPD, the senior MPD officer present shall assume full responsibility and command for operations at the scene. He/she will assign personnel and equipment, of the aiding UWM PD to positions when and where he/she deems necessary.

D. If the Requesting Agency is the UWM PD, the senior MPD officer present shall assume full responsibility and command for operations at the scene. He/she will assign personnel and equipment, of the aiding MPD to positions when and where he/she deems necessary. At all time and circumstances under this agreement, MPD personnel shall remain under the sole command of MPD supervisors.

E. 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 II.B. herein.

F. Notwithstanding the provisions of Wisconsin Statute Section 66.315, [section 66.0513, Wis. Stats., effective 1/1/2001], 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 section 66.315, Wis. Stats., payment of such costs shall be at the discretion of the Requesting Agency.

G. Pursuant to section 66.305, Wis. Stats., law enforcement personnel who provide mutual aid assistance shall be deemed an employee of the requesting agency for the purpose of sections 895.35 and 895.46, Wis. 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 section 895.46, Wis. Stats.

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: Mr. Donald G. Melkus  
Assistant Chancellor  
Administrative Affairs  
Chapman Hall 310  
P.O. Box 413  
Milwaukee, WI 53201-0413

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:

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UNIVERSITY

The Board of Regents of the University  
of Wisconsin on behalf of the University  
of Wisconsin Milwaukee

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Donald G. Melkus  
Assistant Chancellor  
Administrative Affairs

PBMcd:dms  
11/28/00  
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