

# CITY OF MILWAUKEE

Form CA-43

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October 12, 2004

Ms. Linda Elmer  
City Clerk's Office  
Room 205 – City Hall

Re: Resolution Approving Law Enforcement Services Grant Agreement with  
West Shore Pipe Line Company, Common Council File No. 040746

Dear Ms. Elmer:

Pursuant to your October 11<sup>th</sup> voice mail, I have made the changes in the resolution and am enclosing hereunder a redrafted Substitute 1. Please note that I handled your second comment by redrafting the second to the last Whereas clause in a fashion somewhat different from what you had suggested. I request that both you and Deputy Inspector Sucik review that provision.

I also note that the resolution does contain certain project grant information in the third Further Resolved. I would assume that this would still have to be filled out by the Police Department.

With that information supplied, the only additional matter needed to complete the file is the fiscal note which will also be supplied by the Police Department.

Finally, I am enclosing another copy of the Law Enforcement Special Assignment Grant Agreement which is to be included in the file.

If you have any further questions, please feel free to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Patrick B. McDonnell', written over a horizontal line.

**PATRICK B. McDONNELL**  
Deputy City Attorney

PBM:dms

Enc.

c: Deputy Insp. Raymond Sucik  
1032-2004-2255:86158

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**DAWN M. BOLAND**  
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Assistant City Attorneys

..Number

040746

..Version

SUBSTITUTE 1

..Reference

..Sponsor

THE CHAIR

..Title

Substitute resolution modifying the policy for the acceptance of grants for additional law enforcement services from commercial entities with unique security needs and relative to application, acceptance and funding of a grant (Police Department), and approving a Law Enforcement Services Grant Agreement with the West Shore Pipe Line Company.

..Analysis

This resolution modifies the policy for accepting law enforcement grants for additional law enforcement services. That policy was originally adopted under Common Council File No. 011573, adopted May 6, 2002, and modified under Common Council File No. 021317, adopted December 20, 2002. This second modification to the policy adds an additional alternate criteria that must be satisfied in order for such a grant to be accepted. The new criteria is that the entity offering the grant must operate a facility that presents unique security needs occasioning the need for additional police services. The specific grant agreement provided under the resolution is between the City, acting through its Chief of Police, and the West Shore Pipe Line Company. West Shore operates a large petroleum storage facility on the far northwest side of the City of Milwaukee. Under the terms of the grant agreement, West Shore will fund the overtime cost for the provision of an additional police officer (billed at 27 hours per day because of a 3 hour shift overlap) to patrol West Shore's petroleum storage facility located at 11115 W. County Line Road, Milwaukee.

..Body

Whereas, The Common Council adopted a policy for accepting law enforcement services grants via Common Council File No. 011573, adopted May 6, 2002; and

Whereas, The Common Council amended that policy via Common Council File No. 021317, adopted December 20, 2002; and

Whereas, The Common Council desires to further amend that policy and in support of that amendment, the Common Council finds in addition to the findings set forth in Common Council File Nos. 011573 and 021317, that: commercial entities that present unique security needs may require additional police services on or around their premises. Therefore, the Common Council hereby adds as an additional and alternative criteria to the criteria set forth in Section 3a-d in Common Council File Resolution 011573 and 021317, a criteria 3e which is: "Notwithstanding criteria 3a-d, the entity is an entity that presents unique security needs that require additional police services on or around the entity's premises;" and

Whereas, The Common Council further finds that accepting grants from entities qualifying under the criteria set forth in this resolution, is in the public interest because:

1. The grant will enable the Milwaukee Police Department (“MPD”) to assign additional personnel to address the unique security needs of the entity requesting the police services and thereby enhance the safety and security for not only the entity, but also the surrounding area and the Milwaukee community in general; and

2. The grant will relieve the general City property taxpayers from funding the cost of the additional law enforcement services being provided to the entity requesting the additional services; and

Whereas, West Shore Pipe Line Company (“West Shore”) is a Delaware corporation, operating a large petroleum storage facility located at 11115 W. County Line Road; and

Whereas, The operation of that petroleum storage facility presents unique security needs that require additional police services on West Shore’s premises; and

Whereas, Based upon the criteria enumerated in Common Council Resolution File Nos. 011573 and 021317, as modified herein, and the findings herein, the MPD is eligible for grant funds from West Shore for a grant to fund additional police services as set forth in the law enforcement special assignment grant agreement attached to this file; and

Whereas, West Shore has offered the Milwaukee Police Department a grant to pay, at a rate equal to the current MPD patrol officer overtime rate, for 27 hours daily (24 hours plus 3 hours for overlapping shifts) plus \$5 per hour for the use of MPD equipment. There would be no additional City costs incurred to provide this service; and

Whereas, The Chief of Police has indicated a willingness to provide these services in accordance with the terms and conditions of the law enforcement special service grant agreement attached to this file; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee that grants for the provision of additional law enforcement services be accepted if the grantor qualifies under the criteria established in Common Council Resolution File Nos. 011573 and 021317, as modified herein; and, be it

Further Resolved, That By The Common Council of the City of Milwaukee, that the grant application from West Shore meets all criteria established in Common Council Resolution File Nos. 011573 and 021317, as modified herein, and, on that basis, the MPD shall accept this grant without further approval unless the terms of the grant change, as indicated in Common Council File No. 940843; and, be it

Further Resolved, That the Chief of Police is authorized to execute the Law Enforcement Services Grant Agreement with West Shore, a copy of which is attached to this file; and, be it

Further Resolved, That the City Comptroller’s Office is authorized to:

1. Commit funds within the Project/Grant Parent of the 2004 Special Revenue-Grant and Aid Projects Fund, the following amount for the program titled: "West Shore Grant":

Project/Grant	Fund	Org	Program	BY	Subclass	Account
GR00003000000	0150	9990	0001	0000	R999	000600
Project	Amount					
Grantor Share						

2. Create the necessary Grant and Aid Project/Grant and Project/Grant levels, budget against these Project/Grant values the amount required under the grant agreement;

3. Establish the necessary City Share Project Values; and, be it

Further Resolved, That these funds are budgeted for the Milwaukee Police Department, which is authorized to:

1. Expend from the amount budgeted sums for the specified purposes, as indicated in the grant budget and incur costs consistent with the award date.

2. Transfer funds within the project budget as long as the amount expended for each specific purpose does not exceed the amount authorized by the budget by 10%.

..Requestor

..Drafter

PBM:dms

October 12, 2004

1032-2004-2255:83809

## LAW ENFORCEMENT SPECIAL ASSIGNMENT GRANT AGREEMENT

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2004, by and between the City of Milwaukee, acting through its Chief of Police ("Chief") and the West Shore Pipe Line Company, a Delaware corporation ("West Shore").

Witnesseth:

Whereas, West Shore has offered the Milwaukee Police Department ("MPD") a grant for the assignment of on-premise MPD officers at West Shore's petroleum storage facility located at 11115 W. County Line Road, Milwaukee, Wisconsin ("Premises"); 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, West Shore has approved this Agreement and authorized \_\_\_\_\_ to execute it on West Shore'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. When the United States Department of Homeland Security declares an elevated Level Orange Security Alert, MPD officers shall be provided for 27 hours daily (24 hours, plus 3 hours for overlapping shifts) for patrol and security duties on the premises of the petroleum storage facility operated by West Shore at 11115 W. County Line Road, Milwaukee, Wisconsin. West Shore's Chief Executive Officer may request provision of additional MPD officers, and such additional officers may be provided with the consent of the Chief at the rates hereinafter

specified. 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. West Shore shall provide a location for MPD officers to secure their equipment and have access to telephones. The location shall be on the Premises and shall be approved by the Chief.

3. The term of this Agreement shall be for a period from October 1, 2004 to September 30, 2005.

4. The City shall be compensated for specially assigning MPD police officers in accordance with this Agreement at the current overtime rate for top paid police officers, currently \$38.00 per hour at the 2004 rate, to be adjusted annually to reflect pay increases. The City shall also be compensated an additional \$5.00 per hour for the use of MPD equipment. The City shall submit bills on a monthly basis to Chris McGee, Pipe Line Supervisor, West Shore Pipe Line Company, 11115 W. County Line Road, Milwaukee, Wisconsin 53224. The monthly billings shall be based upon the MPD's biweekly pay periods for police officers assigned to the West Shore Premises under this Agreement in the previous month. 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. Payments under this Agreement shall be contingent upon the presence of police officers assigned under this Agreement at West Shore as reported by West Shore.

5. 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.

6. The City may, at its option, terminate this Agreement upon failure of West Shore 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.

7. 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, West Shore 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 West Shore, after said 5 day period, West Shore may terminate this Agreement for cause. As a complete alternative to termination, West Shore 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, West Shore 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.

8. The City and West Shore shall be solely liable for all acts undertaken by their respective employees, agents and officers.

9. 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 Nannette H. Hegerty

COUNTERSIGNED:

\_\_\_\_\_

\_\_\_\_\_  
Comptroller

WEST SHORE PIPE LINE COMPANY

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PBMcD:dms  
9/28/04  
1032-2004-2255:83819