



MILWAUKEE POLICE DEPARTMENT EXTRA-DUTY LETTER OF AGREEMENT



Contractor Information				
Name:		D.O.B.:		Fax:
Email:		Contact Person:		
Address:		Phone:		Mobile Phone:
City:	State:	Zip Code:	Email (if different):	
Contact Person at Job Site During Event:				Mobile Phone:
Job Location:			Job Start Date:	End Date:

This Agreement ("Agreement") is entered into this _____ day of _____, 20____,

(day) (month) (year)

between _____,

(full name of business entity or person)

located at _____,

(numerical street address) (city) (state) (zip code)

("Contractor"), and the City of Milwaukee, acting by and through the Milwaukee Police Department, located at 749 W. State Street, Milwaukee, WI 53233 ("City").

Terms and Conditions

The parties agree to the following Terms and Conditions:

1. **Expiration.** This agreement is effective _____ and shall terminate _____
2. **Execution.** This agreement must be executed by both parties prior to any staffing of MPD off-duty personnel to a temporary job site.
3. **City Ordinance.** The Contractor and job site must be in compliance with the restrictions and provisions within Milwaukee Municipal Code Chapter 312-26.
<http://city.milwaukee.gov/ImageLibrary/Groups/ccClerk/Ordinances/Volume-3/CH312.pdf> All extra-duty employment job sites under this Agreement are subject to all applicable rules, regulations, procedures, and policies as may be established by the City of Milwaukee.
4. **Liability.** Officers will be covered by the City of Milwaukee Workman's Compensation Insurance only if performing a law enforcement related function at the time of injury. Otherwise, to the extent caused by

Contractor (or its employees or officers) and/or covered by Contractor's insurance, the Contractor will save harmless the City of Milwaukee from any and all claims or liabilities resulting from employment, and indemnify the City for any loss due to any injury of its personnel again to the extent caused by Contractor (or its employees or officers) and/or covered by Contractor's insurance.

5. **Application.** All applications must be made at least 10 days in advance of the event. Applications received less than 10 days in advance will be reviewed on a case-by-case basis. All requests are subject to approval by the Chief of Police or designee.
6. **Requested staffing.** Requested staffing levels are subject to review. Each application will be reviewed to determine the correct staffing levels. Staffing levels are based upon a variety of factors, to include, but not limited to, the following: estimated attendance, the sale and/or consumption of alcoholic beverages on the premises, previous event history, physical layout of the site, traffic and/or parking issues, and general crime trends in the vicinity.
7. **Employment Coordination.** Officers will be assigned to events based on MPD procedures. Requests for specific officers will not be honored. If no officers, or insufficient officers, volunteer for the job, the Contractor will be notified no less than 24 hours in advance of the start of the job. If an officer was scheduled to work at a job site and did not report, the Contractor or its agent should immediately notify Tactical Planning & Logistics.
8. **Performance of Duties.** Officers are subject to all Milwaukee Police Department Code of Conduct and other policies.
 - a. Officers will wear their authorized department uniform and be equipped with all equipment issued directly to them at all times.
 - b. Officers will not provide civil legal services or act as a witness to civil legal proceedings.
 - c. Officers cannot be put in a position to determine who is admitted, served or ejected from an establishment or event. Officers will not operate metal detectors or otherwise perform searches of people entering the business or event.
 - d. Officers will confine their duties to those of a law enforcement nature and will enforce all local ordinances, state and federal laws.
 - e. Officers cannot enforce the rules and regulations of the Contractor that are not otherwise a violation of law.
 - f. Officers will not get involved in any contractor/employee dispute unless there is a violation of law.
 - g. Officers will not make any record check of any individual except during investigation of potential ordinance or statute violations.
 - h. The Contractor and/or its agent will not interfere and/or attempt to influence decisions or actions made by extra-duty personnel.
 - i. The Contractor and/or its agent have no authority over police personnel and are restricted to providing only a general assignment of duties to be performed by the officer(s).
 - j. Officers will not be paid or otherwise compensated at the jobsite.

9. **Criminal Prosecution.** The Contractor must cooperate fully in the identification, apprehension and prosecution of any person involved in any crime that occurs at any extra-duty employment site while staffed by MPD personnel pursuant to this Agreement.
10. **Inspection.** All work sites pursuant to this Agreement are subject to onsite inspection and review by the Chief of Police or designee. The Chief of Police or designee has the right to view and assess the demeanor of all MPD employees to insure that the MPD Code of Conduct is being adhered to.
11. **Liability.** The City and the Contractor, respectively, shall be solely liable for all acts undertaken by their employees, agents, and officers.
12. **Emergency Activation.** All officers are subject to recall from an extra-duty employment job site in the event of an emergency as determined by the Chief of Police or designee.
13. **Cancellation by the City.** The Chief of Police or designee may cancel or terminate any extra-duty, temporary work assignment under this Agreement when deemed appropriate by the Chief of Police or designee. The City reserves all rights to cancel this Agreement for possible conflicts of interest per Milwaukee Municipal Code Chapter 312-26 as amended. Under such circumstances, the Contractor will be notified immediately.
14. **Cancellation by the Contractor.** Cancellation requires 3 days notice. If notice is not received at least 3 days in advance of the start of the event, officers who had been assigned will be compensated for 3 hours at the listed rate.
15. **Administrative fee.** An administrative fee may be assessed based on the duration and size of the event. The minimum administrative fee will equal 1 hour at the above-listed Supervisor rate.
16. **Documentation of Services Provided.** The Contractor is required to submit the "Extra-Duty Employment Certification of Hours Worked" form at the conclusion of each event. This carbonless form will document the hours worked by the officer(s) and will be signed by either the Contractor or its agent and the officer(s) assigned to the event. If the application is for a recurring event, a copy of this form will be faxed to Tactical Planning & Logistics on a daily basis. Failure by the Contractor to return this form to Tactical Planning & Logistics does not relieve the Contractor from due compensation.
17. **Compensation to the City.** The City shall be compensated for assigned MPD officers in accordance with this Agreement at the current overtime rate for each officer assigned. If officers remain on the job site longer than initially anticipated, the Contractor will compensate the City for all time worked. This time shall be determined based upon the "Extra-Duty Employment Certification of Hours Worked" form.
18. **Minimum Fee.** The minimum time for any event is three (3) hours. Compensation to the City will be based upon the contractual wages of the assigned officer(s) at the time of the execution of this Agreement. The current maximum wages are as listed:

Police Officer	\$ 59.10 per hour
Motorcycle Officer	\$ 59.48 per hour
Supervisor <i>(required for every three officers)</i>	\$ 67.68 per hour
Lieutenant <i>(required when two or more supervisors are required)</i>	\$ 76.06 per hour
An Administrative fee may be assessed based on the duration and size of the event. The minimum administrative fee will equal 1 hour at the above-listed Supervisor rate.	
Additional fees will be assessed if additional police resources or equipment are supplied. These fees will be determined prior to the execution of any Agreement.	

19. **Other Applicable Fees.** If additional police resources or equipment are requested, additional fees will apply. These fees will be determined prior to the execution of this Agreement.

20. **Invoice.** Officers will not be paid at the jobsite.

- a. Contractors will receive an invoice approximately 30 days after receiving the officer(s) timesheet. Failure by the Contractor to submit the timesheet does not relieve the Contractor from payment of any fees due.
- b. There are numerous pay grades within each rank and the contractor will be billed based upon each member's actual pay grade.
- c. The City will send the invoice to the Contractor at the address requested:

- d. Payment in full is required within ten (10) days of receipt of invoice and shall be sent to: *Police Administration Building, Budget & Finance, 749 W. State St., Milwaukee, WI 53233.*
- e. Payments under this Agreement shall be contingent upon the presence of police officers assigned under this Agreement.
- f. Partial payment may be required prior to services rendered at the discretion of the Chief of Police.
- g. In the event assigned personnel fail to report to the job site, the Contractor will not be responsible to pay any compensation to the City.

21. Nothing in this Agreement will reduce or eliminate the law enforcement jurisdiction that the City, Chief and MPD would have in the absence of this Agreement.

AGREED AND UNDERSTOOD:

Signature of Contractor (Authorized Representative)

Date

Chief of Police (or Designee)

Date