

INTERGOVERNMENTAL COOPERATION AGREEMENT

BETWEEN

CITY OF MILWAUKEE

AND

BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM

THIS AGREEMENT is entered into between the City of Milwaukee (CITY), acting through the Milwaukee Police Department (MPD), and Board of Regents of the University of Wisconsin System (the UNIVERSITY), on behalf of the University of Wisconsin – Milwaukee.

GENERAL SERVICE DESCRIPTION – The UNIVERSITY hereby agrees to provide professional services to the CITY as described in Section III of this Agreement.

TIME OF PERFORMANCE - To commence on the date of execution of this Agreement for a period of one year, with Phase I concluding three months after the date of execution of this Agreement and Phase II concluding one year after the date of execution of this Agreement. This Agreement may be extended on the same terms and conditions for up to two additional one-year periods, by written amendment signed by the parties.

PAYMENT - The services shall be provided in accordance with the terms and conditions stated in Section IV of this Agreement, unless different terms and conditions are agreed upon by the parties in writing.

WHEREAS, the UNIVERSITY is desirous of providing the CITY with professional services, to be provided by its employees, Leah Arndt, Ph.D and Stephen Wester, Ph.D (ARNDT and WESTER); and

WHEREAS, the CITY and the UNIVERSITY are desirous of entering into this Intergovernmental Cooperation Agreement as authorized by Wis. Stat. § 66.0301; and

WHEREAS, the UNIVERSITY represents itself as being capable, experienced, and qualified to undertake and perform the services described under the terms and conditions of this Agreement, through the use of its employees, ARNDT and WESTER, as an independent contractor of the CITY; and

WHEREAS, the Common Council of the City of Milwaukee, through Resolution File No. _____ adopted on _____, 2009 authorized the Milwaukee Chief of Police to enter into this Agreement;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. RETENTION OF SERVICES. The CITY hereby agrees to engage the UNIVERSITY and the UNIVERSITY hereby agrees to perform through the use of its employees ARNDT and WESTER, as an independent contractor and not as an employee of the CITY, the services hereinafter set forth, all in accordance with the terms and conditions of this Agreement.

II. REQUIREMENTS. The UNIVERSITY through ARNDT and WESTER, is required to:

A. do, perform, and carry out in a satisfactory, timely and proper manner, the services delineated in this Agreement.

B. Comply with requirements listed with respect to billing, avoiding conflicts of interest, and other matters relating to the performance of the services.

III. SCOPE OF SERVICES.

The UNIVERSITY, through ARNDT and WESTER shall provide services, at the direction and with the approval of the Chief of MPD, as follows:

Phase I

A. The UNIVERSITY, through ARNDT and WESTER, and the research team they lead, shall review MPD records relating to a specified MPD employee who committed suicide. The employee will be selected by the CITY, after consultation with ARNDT and WESTER.

B. All personally identifiable material in MPD records relating to the selected employee will be redacted or encoded by MPD. ARNDT and WESTER will be provided with the name of the selected employee. Members of ARNDT and WESTER's research team will not be provided with the name, or other identifying personal information, unless and until permission is granted by the CITY after consulting with the appropriate parties.

C. The CITY will facilitate the cooperation, where possible, of community members, union representatives, the MPD's POST team, and the selected employee's family members to assist the UNIVERSITY on this project. No member of the research team shall contact the selected employee's family members or health-care providers without the approval of MPD.

D. Neither the UNIVERSITY, nor ARNDT and WESTER, shall charge a fee or request reimbursement for any services rendered in connection with Phase I.

E. At the conclusion of Phase I, the UNIVERSITY shall provide MPD with a written analysis of records and interviews, known as a "psychological autopsy," sufficient to enable MPD to commence development of a "best practices" protocol in addressing suicides within MPD.

Phase II

A. Upon mutual agreement of the parties, the scope of services will be expanded at the conclusion of Phase I as follows:

1. The UNIVERSITY'S review, will include sworn and civilian MPD employees.

2. The UNIVERSITY'S review will include suicides during the ten years preceding execution of this agreement in the population described in Phase II, paragraph A.1. above, who were active MPD employees at the time of the suicide.

B. Both parties agree to explore the possibility of obtaining grant funds to compensate the UNIVERSITY for the costs of performing the scope of services. Unless such funds become available and are approved by the City's Common Council for the purpose of compensating the UNIVERSITY, neither the UNIVERSITY, nor ARNDT and WESTER, shall charge a fee or request reimbursement for services rendered in connection with Phase II.

C. At the conclusion of Phase II, the UNIVERSITY shall provide MPD with a comprehensive evaluation and report, as well as recommendations sufficient to enable MPD to complete a "best practices" protocol for addressing suicides in the MPD.

D. The UNIVERSITY shall confer with the Chief of MPD or his designees as necessary concerning the performance and results of the services performed in Phase I and Phase II.

IV. CONFIDENTIALITY AGREEMENT

As described above, during both Phase I and Phase II of this agreement, ARNDT and WESTER will be given access to confidential records relating to MPD employees who have committed suicide. As a condition of entering into this agreement, ARNDT and WESTER, and the UNIVERSITY, and each individual on the team, will sign a confidentiality agreement with respect to such confidential records.

1. Confidential records.

The following enumerated individual records of the CITY constitute the confidential records that are subject to this agreement, and include, but are not be limited to:

- a. MPD employee personnel files,
- b. MPD employee medical records,
- c. MPD employee employment testing records,
- d. MPD employee internal investigation records,
- e. MPD training records; and,
- f. MPD member suicide investigation records.

2. Confidentiality agreement.

ARNDT and WESTER, and the UNIVERSITY, have initially designated only ARNDT and WESTER to have access to MPD employee names and other identifying personal information. ARNDT and WESTER will engage no more than nine research team members who will have access to data, but not to the names and other identifying personal information of MPD members who committed suicide, or of their families, or of any other individual mentioned in the confidential records.

No individuals other than those authorized above, or alternates subsequently designated by ARNDT and WESTER, shall be permitted access to the above-referenced confidential records, including the names and other identifying personal information of the MPD employees who have committed suicide.

ARNDT and WESTER, and the UNIVERSITY, agree that they will protect the confidentiality of the above-designated confidential records in the same manner that ARNDT and WESTER, and the UNIVERSITY, protect the confidentiality of their own proprietary and confidential information. In addition, ARNDT and WESTER, and the UNIVERSITY, further expressly covenant, represent, warrant and agree that ARNDT and WESTER, and all identified individuals authorized access to the confidential records will safeguard all confidential records at

all times; that any notes taken by them or output of any confidential records that are generated as a result of the project will be held in the highest level of confidence and shall not be made available to any unauthorized individual without the express, written consent of the CITY; and that upon completion of the project, all notes or output containing confidential information will be returned securely to the custody of the CITY. ARNDT and WESTER may, however, subject to the terms of this agreement, retain non-original copies of the confidential records required for use in related research.

The UNIVERSITY, and ARNDT and WESTER, understand that the CITY may provide a specific pledge of confidentiality to the families of all MPD members who have committed suicide who have agreed to participate in this project and ARNDT and WESTER may provide a similar pledge to other MPD employees and former employees.

The UNIVERSITY, and ARNDT and WESTER, will communicate this confidentiality agreement and its requirements to each research team member designated pursuant to this section. ARNDT and WESTER will sign and obtain from each such individual a written confidentiality agreement provided by the CITY.

3. All requests for confidential records made to the UNIVERSITY, or ARNDT and WESTER, from third parties shall be referred to the CITY. Except as set forth in the following sentence, the UNIVERSITY, and ARNDT and WESTER, shall not make any confidential records available to third parties without the express, written consent of the CITY. In the event that the UNIVERSITY, or ARNDT and WESTER, receives a subpoena or other validly issued administrative or judicial process requesting confidential records and information, the UNIVERSITY, or ARNDT and WESTER, shall provide prompt notice to the CITY of such receipt to allow the CITY an opportunity to prevent disclosure of the confidential records and information.

The UNIVERSITY, and ARNDT and WESTER, shall thereafter be entitled to comply to such subpoena or other process to the extent required by law.

V. SPECIFIC CONDITIONS OF PAYMENT. As described in Paragraph III above, no fee for services or reimbursement for services shall be requested by the UNIVERSITY, or ARNDT and WESTER, unless grant funds become available and are approved by the City's Common Council for that purpose. If funds are available and approved:

1. The UNIVERSITY shall submit an itemized bill detailing ARNDT and WESTER's services. CITY agrees to pay the bill upon review and approval by the Chief of the MPD on the basis that the charges are reasonable and that the work was necessary to perform.

2. The UNIVERSITY shall be paid at a rate to be determined at that time, but in no event shall payment exceed the amount of the grant for all services described in Section III of this Agreement. The basis and rate of payment will be set forth in a written amendment to this agreement, signed by the parties and countersigned by the City Comptroller. It is understood that ARNDT and WESTER are employees of the UNIVERSITY, and may provide consulting services to others.

3. Any payments due the UNIVERSITY for work completed shall be made pursuant to the CITY's prompt-payment policy.

VI. NOTICES. Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Services as "Certified Mail, Return Receipt Requested," addressed to the UNIVERSITY at:

Hector de la Mora
Senior University Legal Counsel, Office of Legal Affairs
Chapman Hall 380
P.O. Box 413
Milwaukee, WI 53201-0413

and to the CITY at:

Chief of Police
Milwaukee Police Department
749 West State Street, Room 705A
Milwaukee, WI 53233

All other correspondence shall be addressed as above, but may be sent "Regular Mail" and deemed delivered upon receipt by the addressee.

VII. DOCUMENTS and MEETINGS.

A. The UNIVERSITY agrees to submit reports, through ARNDT and WESTER, as may be required by the CITY at such times as may be scheduled for submittal. ARNDT and WESTER shall be made available to meet with CITY representatives, as requested by the Chief of MPD.

B. All reports, studies, analyses, memoranda, and related data and material as may be developed pursuant to the performance of this Agreement shall be submitted to and be the exclusive property of the CITY, which shall have the right to use same for any purpose without any further compensation to the UNIVERSITY, or ARNDT and WESTER, other than herein provided. All of the aforesaid documents and materials prepared or assembled by ARNDT and WESTER, under this Agreement, in compliance with Section V of this Agreement, are confidential and the UNIVERSITY agrees that it will not, without prior written approval by the CITY, submit or make same available to any individual, agency, public body or organization other than the CITY, or publish them, except as may be otherwise herein provided, subject to the provisions of the Wisconsin Public Records Law.

C. If this Agreement is terminated for cause or for any other reason, all finished or unfinished documents or materials prepared under this Agreement shall be immediately transmitted to the CITY at the effective date of such termination.

D. Both parties understand that the CITY is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et. seq.* UNIVERSITY acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Agreement.

VIII. CONDITIONS OF PERFORMANCE AND COMPENSATION.

A. Performance. The UNIVERSITY agrees that the performance of the work, services and the results therefrom, pursuant to the terms, conditions and agreements of this Agreement, shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.

B. Additional Fringe or Employee Benefits. ARNDT and WESTER shall not receive nor be eligible for any fringe benefits or any other benefits to which CITY salaried employees are entitled to or are receiving.

C. Taxes, Social Security, and Government Reporting. Personal income tax payments, social security contributions, and all other governmental reporting and contributions required as a consequence of the UNIVERSITY receiving payment under this Agreement shall be the sole responsibility of the UNIVERSITY.

D. The CITY shall indemnify and hold harmless ARNDT and WESTER, and the UNIVERSITY, for any claims or liability that may arise as the result of ARNDT and WESTER'S actual performance of professional services under this Agreement.

The UNIVERSITY, as a unit of the State of Wisconsin, is protected by Wis. Stat. § 895.46(1). This coverage protects the UNIVERSITY, its officers and staff, from and against any and all claims, damages, liabilities, costs and expenses (including legal fees) arising out of any acts or omissions considered within the scope of its employment and operations. The UNIVERSITY and the CITY will notify each other promptly of any legal claim or action arising in connection with performance under this Agreement.

E. Subcontracting. The UNIVERSITY shall not subcontract for the performance of any of the services herein set forth without prior written approval obtained from the Chief of MPD, nor shall it utilize the services of anyone other than ARNDT and WESTER for the performance of the work described in this Agreement, without the written consent of the Chief of MPD.

IX. TERMINATION OF CONTRACT. The CITY, may terminate this Agreement at any time for no reason by giving seven days' notice in writing.

If the Agreement is terminated by the CITY as provided herein, the UNIVERSITY will be paid for services actually and satisfactorily performed.

X. CHANGES. The CITY may from time to time request changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of UNIVERSITY's compensation that are mutually agreed upon by and between the CITY and the UNIVERSITY, shall be incorporated in written amendments to the Agreement.

XI. ASSIGNABILITY. The UNIVERSITY shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment, novation, or any other manner), without the prior written consent of the Chief of MPD, provided, however, that claims for money due or to become due the UNIVERSITY from the CITY under this Agreement

may be assigned to a bank, trust company, or other financial institution without such approval.

Notices of any such assignment or transfer shall be furnished promptly to the Chief of MPD.

XII. RECORDS.

A. Establishment and Maintenance of Records. Records shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of seven years after receipt of the final payment under this Agreement.

B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Agreement and shall be clearly identified and readily accessible.

XIII. REPORTS AND INFORMATION. At such times and in such forms as the CITY may require, there shall be furnished the CITY such statements, records, reports, data and information as the CITY may request pertaining to matters covered by this Agreement.

XIV. AUDITS AND INSPECTIONS. At any time during normal business hours and as often as the CITY, or if federal or state grants or aids are involved, as the appropriate federal or state agency may deem necessary, there shall be made available to the CITY or such agency for examination all of its records with respect to all matters covered by this Agreement and will permit the CITY or such agency and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions or employment and other data relating to all matters covered by this Agreement.

XV. FINDINGS CONFIDENTIAL. All of the reports, information, data, etc., prepared or assembled by the UNIVERSITY, or ARNDT and WESTER, under this Agreement are confidential, as described in Section V of this Agreement, to the extent permitted by law, and the UNIVERSITY agrees that they shall not be made available to any individual or organization without the prior written approval of the CITY, subject to the provisions of the Wisconsin Public Records Law.

XVI. CONFLICT OF INTEREST.

A. Interest in Contract. No officer, employee or agent of the CITY who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

B. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

C. Interest of UNIVERSITY and Employees. The UNIVERSITY covenants that no person who exercises any functions or responsibilities in connection with the Agreement other than ARNDT and WESTER has any personal financial interest, direct or indirect, in this Agreement. The UNIVERSITY further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. It is understood and agreed by the UNIVERSITY, that ARNDT and WESTER, shall not perform any services under this Agreement that may directly affect the interests of the UNIVERSITY without first making full disclosure to the Chief of MPD in writing,

and obtaining the Chief's approval in writing. The UNIVERSITY further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. An interest on the part of the UNIVERSITY or its employees must be disclosed to the CITY; provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area.

XVII. DISCRIMINATION PROHIBITED.

A. In all hiring or employment made possible by or resulting from this Agreement there (1) will not be any discrimination against any employee or applicant for employment because of race, color, sex orientation, religion, sex or national origin, and (2) affirmative action will be taken to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sexual orientation, sex, national origin or ancestry, age, disability, lawful source of income, marital status, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories.

This requirement shall apply to but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. There shall be posted in conspicuous places available to employees and applicants for employment, notices required or to be provided by federal or state agencies involved setting forth the provisions of the clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex orientation, sex or national origin or ancestry, age, disability, lawful source of income,

marital status, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories..

B. No person in the United States shall, on the ground of race, color, sex orientation, religion, sex or national origin, or ancestry, age, disability, lawful source of income, marital status, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement. The CITY and each employer will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964.

C. The UNIVERSITY will cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

XVIII. OTHER PROVISIONS. Any and all information, plans, reports and conclusions derived or developed as a consequence or result of this Agreement may be utilized by the City in such manner and purpose as the CITY desires or determines without permission or approval of the UNIVERSITY or compensation to the UNIVERSITY therefor other than herein provided.

IN WITNESS WHEREOF, the UNIVERSITY and the CITY have caused this Agreement to be
executed for and on their respective behalves as of the dates hereinafter set forth.

Dated and signed this ____ day of _____, 200 ____.

CITY OF MILWAUKEE,
a municipal corporation

BY: _____
CHIEF OF POLICE

DATE

BOARD OF REGENTS OF THE
UNIVERSITY OF WISCONSIN SYSTEM, on
behalf of the University of Wisconsin-Milwaukee

BY: _____
Dr. Rita H. Cheng, Provost and Vice Chancellor

DATE

COUNTERSIGNED:

BY: _____
COMPTROLLER

DATE

Approved as to Content, Form
and Execution

Deputy City Attorney

11/03/09
1032-2009-1112/146559