

**Intergovernmental Agreement for Cellular 911 Services between the
City of Milwaukee and Milwaukee County**

1. Agreement. This is an intergovernmental agreement for cellular 911 services made pursuant to Wis. Stat. sec. 66.0301 between the City of Milwaukee and Milwaukee County.
2. City Approval. The Common Council of the City of Milwaukee has approved this agreement via Common Council File No. ____, adopted _____, 2012, and authorized the Police Chief to execute the agreement on the City's behalf.
3. County Approval. The County Board of Milwaukee County has approved this agreement via File No. ____, adopted _____, 2012, and authorized the County Executive to execute the agreement on the County's behalf.
4. Jurisdiction. This agreement does not alter the respective jurisdictions of the Milwaukee Police Department or the Milwaukee County Sheriff.
5. Control. This agreement does not alter the statutory authority of the Chief of Police or the County Sheriff to control their respective departments.
6. Cellular 911 Service. The City of Milwaukee Police Department will receive 911 emergency calls made on cellular telephones within the borders of the City of Milwaukee and shall, in its sole discretion, determine and provide the number of employees appropriate to adequately staff the number of calls it receives from within its borders.
7. Term.
 - a. The Initial Term of this Agreement shall commence on January 1, 2013, and shall terminate on January 1, 2016 (the "Initial Term"). The parties shall have a mutual option (the "Option") to extend this agreement for one additional two-year term commencing on January 1, 2016 and terminating on January 1, 2018 (the "Option Term"). In the event the Parties wish to exercise the Option Term, each party must notify the other in writing on or before May 1, 2015 of its desire to extend the agreement for the Option Term. Any failure by a party to provide written notice of its intention to extend the Agreement for the Option Term shall be construed as such party's notice of its desire to terminate the Agreement at the conclusion of the Initial Term. If the Option Term is not exercised, the parties shall have no further obligation to one another, except as may be expressly provided for herein.
 - b. In the event that either the Common Council of the City of Milwaukee or the Milwaukee County Board of Supervisors should refuse to provide the appropriations for this agreement in the budget for the subsequent calendar year, this agreement shall terminate effective January 1 of that year.

8. Compensation. For the first year of the Initial Term, the City shall be compensated by the County for staffing necessary to provide service related to 911 emergency calls made on cellular telephones within the City's borders: \$463,000 per calendar year. For the second year of the Initial Term, the compensation amount above shall be \$472,260. For the third year of the Initial Term, the compensation amounts for the second year shall be \$481,705. The County shall pay the City for the current calendar year's service no later than March 31 of that year. For the Option Term, if either party wishes to renegotiate the compensation amounts included herein, it will include such request in its renewal communication to the other party. If the parties cannot reach an agreement on a revised fee structure by August 1, 2015, the agreement shall be terminated at the conclusion of the Initial Term.

9. Contacts. The Chief of Police and County Executive will each designate one person who will serve as their primary contact for all purposes under this agreement.

10. City Hiring. If during the term of this agreement the City of Milwaukee hires new police telecommunicators whom the City, in its sole judgment, determines are necessary to meet its obligations under this agreement, then the City shall, consistent with law, give consideration in such hiring to any qualified telecommunicator currently employed by the Milwaukee County Sheriff's office who is laid off as a result of this agreement and who timely applies for such position with the Milwaukee Police Department. If hired, any such person shall be subject to the City's residency requirement and all other applicable requirements.

11. Reporting. The City will provide to the County an annual report for each calendar year by March 1 of the following year. The report shall include: the number of 911 emergency calls made on cellular telephones within the City's borders and costs borne by the City to service these calls. The County shall have the right to request and review all documentation, as permitted by law, utilized by the City in preparing the annual report provided by the City pursuant to this agreement. The City shall provide such documentation within two weeks of the County's request, which shall be in writing and as specific as is practicable.

12. Liability. The parties are acting herein as independent employers and independent contractors. Nothing herein contained shall create or be construed as creating a partnership, joint venture or agency relationship between the parties and neither party shall have the authority to bind the other party in any respect. The City shall be solely liable for all acts undertaken by its employees, agents, and officers. If the County is sued as a result of acts or omissions by the City's agents, employees or officers, the City shall fully defend, indemnify, and hold harmless the County for all costs related thereto, including the payment of reasonable attorney's fees. The City will specifically indemnify and hold the County harmless regarding any suits resulting from inadequate staffing levels determined at the Chief's sole discretion pursuant to Paragraphs 6-8. Nothing in this agreement shall be construed to relieve the County of liability for the actions of its Board, officers, employees or agents.

13. Discipline. In the event an employee of the Milwaukee Police Department is the subject of a complaint or other dispute which may call into question the judgment or quality of services provided by such individual under this agreement, the Chief of Police will determine, what, if

any, disciplinary action is appropriate in accordance with all applicable laws, contracts, rules, and regulations.

14. Assignment. Neither this agreement nor any party hereof shall be assigned or otherwise transferred by either party without the prior written consent of the other party, and any attempted assignment without such written consent shall be null and void.

15. Severability. In case any provision of this agreement shall be found invalid, illegal or unenforceable, such provision shall be severed from this agreement. The validity, legality and enforceability of the remaining provisions of the agreement shall not in any way be affected or impaired thereby.

16. Applicable law. This agreement shall be subject to an in accordance with the laws of the State of Wisconsin.

17. Sole Agreement. This agreement is the final, complete and exclusive statement and expression of the agreement among the parties hereto with relation to the subject matter of this agreement, it being understood that there are no oral representations, understandings or agreements covering the same subject matter as this agreement. This agreement supersedes, and cannot be varied, contradicted or supplemented by evidence of any prior or contemporaneous discussions, correspondence, or oral or written agreement of any kind. This agreement may only be amended, modified, or supplemented by a written agreement approved and signed by each of the parties.

MILWAUKEE COUNTY:

Chris Abele
Milwaukee County Executive

(Date of Execution)

For Execution
Kimberly R. Walker
Milwaukee Corporation Counsel

(Date of Execution)

Approved as to Insurance Requirements
Cindy Van Pelt
Executive Director of Risk Management

(Date of Execution)

CITY OF MILWAUKEE:

Police Chief Edward Flynn

(Date of Execution)

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