

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

1. Agreement. This is an intergovernmental Agreement for police 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. 12-988, adopted December 27, 2012, and authorized the County Executive to execute the Agreement on the County's behalf. (Funding for year 2013 under this Agreement is provided for in the 2013 budget.)
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. 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.
8. Compensation. For the first year of the Initial Term, the City shall be compensated by the County for providing police services in accordance with this Agreement through a lump sum payment as follows 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 amounts above shall be increased by 2%. For the third year of the Initial Term, the compensation amounts for the second year shall be increased by 2%. 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. Equipment. The Police Department will provide all law enforcement equipment and supplies, including but not limited to all mobile, portable and control-base-radio equipment necessary for operations in emergency communications, as well as necessary office supplies, including but not limited to desktop computers, copiers, and printers.

11. City Hiring. If during the term of this Agreement the City of Milwaukee hires new police officers or 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 the law, give consideration in such hiring to any qualified law enforcement officer or 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 applicable residency requirements and any other City employment requirements.

12. Reporting. The City will provide to the County an annual report for each calendar year as soon as practically possible during 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.

13. Liability. The parties are acting herein as independent employers. The County and the City shall be solely liable for all acts undertaken by their employees, agents, and officers. If either is sued as a result of acts or omissions by the other's agents, employees or officers, the responsible party shall fully defend, indemnify, and hold harmless the other party for all costs related thereto, including the payment of reasonable attorney's fees.

14. 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.

15. 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the stated date.

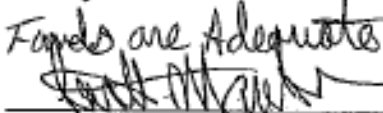
**MILWAUKEE COUNTY:**



Chris Abele  
County Executive

12.19.13

(Date of Execution)

*Funds are Adequate*  


Scott Manske  
Comptroller

12.19.13

(Date of Execution)

*Approved as to Execution*



Colleen Foley  
Deputy Corporation Counsel

12.19.13

(Date of Execution)

*Approved as to Insurance Requirements*

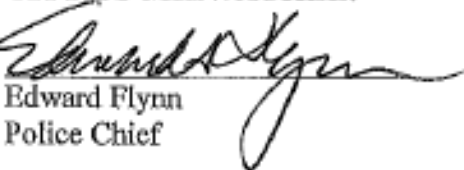
 12/3/13

Dennis Dietscher  
Acting Risk Manager

12.03.13

(Date of Execution)

**CITY OF MILWAUKEE:**



Edward Flynn  
Police Chief

12.19.13

(Date of Execution)