

VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022

MEETING: **PUBLIC SAFETY COMMITTEE**

DATE AND TIME: **MONDAY, FEBRUARY 3, 2020** **6:00 p.m.**

LOCATION: **VILLAGE HALL BOARD ROOM**
N112 W17001 MEQUON ROAD

- I. **CALL TO ORDER:** This meeting has been given public notice in accordance with Wisconsin Statutes, Section 19.83 and 19.84 in such form that will apprise the general public and news media of subject matter that is intended for discussion and action.
- II. **ROLL CALL:** Chairperson Hughes, Trustees Warren, Wing and Myers.
- III. **PUBLIC COMMENT:** *Please be advised per State Statute Section 19.84(2), information will be received from the public. It is the policy of this municipality that there be a three-minute time period, per person, with time extensions per the Chief Presiding Officer's discretion; be further advised that there may be limited discussion on the information received. However, NO ACTION will be taken under public comments.*
- IV. **APPROVAL OF MINUTES:** January 6, 2020, Regular Meeting.
- V. **REPORTS:**
- A. Police Department.
 - 1. Monthly.
 - B. Fire Department.
 - 1. Monthly.
 - C. Overtime Reports.
 - 1. Police Department.
 - 2. Fire Department.
 - D. Policy Updates.
 - 1. Police Department:
 - a. None.
 - 2. Fire Department:
 - a. None.
- VI. **UNFINISHED BUSINESS:**
- A. None.

VII. **NEW BUSINESS:**

- A. Operator's Licenses: Sara Elezi, Keenan Flaherty, Melissa Rodenkirch, Kevin Schulteis, Ashley Soto. [Recommended Approval]
- B. Denial of Operator's License: Tyler Trzebiatowski.
- C. Police Department - Training and Certification for communications officers Total Response Package from PowerPhone in an amount not to exceed \$8,897.
- D. Fire Department – Replacement and Purchase of Ambulance from Lifeline Ambulance in an amount not to exceed \$273,881.
- E. Police Department – Purchase of two Squads, Police Interceptor Utility Vehicles, in a total amount not to exceed \$68,496.
- F. Police Department – Intergovernmental Agreement with the City of Milwaukee for Law Enforcement Services for the 2020 Democratic National Convention.

VIII. **NEXT MEETING:** Set March 2020 Meeting Date and Time.

IX. **ADJOURNMENT:**

UPON REASONABLE NOTICE, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service please contact the Village Clerk at (262)250-4740 at least 2 days prior to the meeting.

NOTICE is given that a majority of the Village Board may attend this meeting to gather information about an agenda item over which they have decision making responsibility. This may constitute a meeting of the Village Board per State ex rel. Badke v. Greendale Village Board, even though the Village Board will not take formal action at this meeting.

MEETING MINUTES
PUBLIC SAFETY COMMITTEE MEETING
JANUARY 6, 2020
GERMANTOWN VILLAGE HALL BOARD ROOM

CALL: The meeting was called to order at 6:00 p.m. by Chairman Hughes.

ROLL CALL: Chairman Hughes, Trustee Myers, Trustee Warren and Trustee Wing.

Also present were Police Chief Snow, Fire Chief Delain, Communications Supervisor Schmidt, Clerk Braunschweig, Engineer Nitschke.

PUBLIC COMMENT: No discussion.

APPROVAL OF MINUTES: a motion was made by Myers, seconded by Wing, to approve the minutes of the December 2, 2019 Public Safety Committee meeting. Motion carried unanimously.

POLICE DEPARTMENT MONTHLY REPORT: Snow reported on the following:

- New hire Officer Duckert is in phase 2 of his field training program; 2nd new hire Officer Majkowski started academy on today's date
- Officer on light duty from shoulder surgery was just cleared to return to full duty
- Backgrounds checks are being conducted for final open officer position
- Body worn cameras are being evaluated
- Department is looking into implementing the Lexipol program soon, any updated policies will be brought before the committee as they become ready
- Warren questioned whether the department could stipulate that police officer applicants take the academy prior to hire, Snow advised that would take too many applicants out of the running, he said it is very commonplace now for departments to send new hires through the academy

FIRE DEPARTMENT MONTHLY REPORT: Delain reported on the following:

- New person overseeing their social media, helping to increase Facebook attention
- Hiring procedures are being updated in hopes of increasing interest in the POC position
- Also checking at high school for interested students, ride-alongs are being encouraged

OVERTIME REPORTS:

Police Department – Snow advised overtime for 2019 was impacted by injury and resignations, but the salary costs saved money in this account, 2 new hires have started, and the final open position will be filled in the next couple months.

Fire Department – Delain advised overtime numbers were impacted by three open positions before hiring paramedics, all positions have been filled and their staffing is complete.

POLICY UPDATES FOR POLICE & FIRE DEPARTMENT:

Police Department - none

Fire Department – none

UNFINISHED BUSINESS:

ENGINEERING – INTERSECTION SAFETY SCREENING – CONTRACT WITH TADI: Village Engineer Nitschke advised that staff had attended a meeting on this matter and a list of 30 intersections in the Village was put together for the safety screening. Five intersections were ranked by the police department, fire department, highway department and engineering as being the most important and they are as follows:

1. Wasaukee Road/Highland Road
2. Fond du Lac Ave./Mequon Road
3. Fond du Lac Ave./Division Road
4. Fond du Lac Ave./Maple Road/Holy Hill Road
5. Appleton Ave./Willow Creek Road

Nitschke went on to say the contract with TADI Inc. was approved in an amount not to exceed \$9962 with funds used from account 10-542-530-3505.

Discussion followed with Warren asking if TADI would prioritize the order of attention to intersections, Nitschke responded that collision history may determine the rating scale and input from village officials regarding crashes and their severity would be factored in. He added that data obtained from the state was included in last month's packet which indicated dates/times of day crashes occurred. Nitschke also noted that there may be available funding for these projects, and if the intersections involve a state highway (i.e. Fond du Lac Avenue – STH 145) an appeal could be forwarded to the state for their input and assistance with upgrades/changes.

Hughes complimented Nitschke on the work he did on this project.

NEW BUSINESS:

DENNIS MYERS – ASHBURY WOODS TO WESTERN AVENUE VISION TO THE SOUTH AT STOP SIGN: Myers advised a homeowner in the area of Ashbury Woods and Western Avenue had reported a vision obstruction at that location to the south, due to brushy growth. He added that visibility has improved now since the leaves have dropped, but otherwise poses a problem when trying to see traffic coming from the south heading northbound.

Discussion followed with Nitschke advising that Ashbury Woods is a private roadway though the Village owns the right-of-way, and the Village would be able to address problems

with the vision triangle. He added that the condo association may want to investigate this complaint also as some of the area is owned by the association. Wing questioned whether the resident had tried contacting the association and said that may be a good first step. Myers stated he would contact the president of the condo association and pass on the concerns of the resident. Hughes noted that if the association is unwilling to correct the problem, this matter can be brought back before this committee.

**POLICE DEPARTMENT – WINSCRIBE SOFTWARE AND HARDWARE
REPLACEMENT AND UPGRADE PURCHASE FROM WORD SYSTEMS INC.:**

Schmidt advised that the department had budgeted for upgrades to the Winscribe Dictation System in 2018 for \$5049 which were placed on hold due to upgrades/install of two new virtual servers. After install it was determined the Windscribe system was not certified to run in the newly installed virtual system and the requested upgrade would no longer be functional. After further checking, Winscribe gave a new price quote for an upgrade to the most current software and hardware of \$9414 which includes server hardware, software, install, training, six wand microphones. Schmidt stated that the additional funding was available in the 2017 radio budget and could be used to make up the difference in price.

A motion was made by Myers, seconded by Warren to approve the additional funding of \$4365 to make up the difference for the purchase of the Windscribe upgrades. Motion carried unanimously.

**POLICE DEPARTMENT – NEW FIREWALL SYSTEM PURCHASE FROM
SCHULTZ BERNSTEIN & ASSOCIATES:** Communications Supervisor Schmidt advised the department was requesting to purchase a new firewall system to accommodate the additional information the department needs to store due to body cameras and squad cameras. The additional video evidence being recorded requires an increase in internet speed which the existing firewall will not process. Schmidt stated there are remaining funds in the 2017 radio account which would cover this purchase of a new Cisco ASA 5545 -X Adaptive Firewall at \$9380 and \$950 for install, configuration and setup for a total of \$10,330. She recommended that these items are purchased through and installed by Schultz Bernstein & Associates.

A motion was made by Myers, seconded by Wing, to approve the funding for the purchase of a new firewall system through Schultz Bernstein for \$10,330. Motion carried unanimously.

**ORDINANCE 01-2020 TO AMEND SECTIONS 12.08 SUB(4) REGISTRATION AND
CRIMINAL INVESTIGATION FEES:** Clerk Braunschweig advised this request was to change the license for door to door sales, direct sellers, transient merchants and solicitors from an annual license to a license for 90 days. She advised the fee charged for this license would not change at \$60.

A motion was made by Myers, seconded by Warren, to forward this ordinance amendment to Village Board with a recommendation of approval. Discussion followed with questions

on who needs to apply for these licenses, how residents know they have a valid permit to solicit, and how many applicants this change would affect. Braunschweig explained that if a complaint is received regarding solicitors, the police department will respond and advise them to obtain a permit if they do not have one. Residents can ask solicitors to show proof of their license – they are required to carry the permit on their person while out soliciting. She also advised that last year the Village issued approximately 40 direct sellers permits.

Hughes made a motion to amend the time period for the permit to be in effect from the recommended change of 90 days to a period of 6 months. Amended motion was seconded by Wing and carried 3-1 with Warren voting nay. Original motion to approve was carried 3-1 with Warren voting nay.

NEXT MEETING: Monday, February 3, 2020 at 6:00 p.m., Village Hall Boardroom.

ADJOURNMENT: There being no further business, the meeting was adjourned at 6:35 p.m.

Recorded by,

Julie L. Barth
Secretary

Overtime Report for Police & Fire Departments

2020 Year to date through:

12-Jan-20

		2020				2019			
Empl #	Employee Name	Total OT Hours Paid	Total Cost of OT Paid	Total OT Hrs to Comp	Time off Hours	Total OT Hours Paid	Total OT Hrs to Comp	ANNUAL Total of OT hours worked	ANNUAL Total OT to Pay
Police Dept									
90	Ball, Brian	0.00	0.00	4.50	6.75	0.00	77.63	77.63	0.00
93	Bartelt, Adam	2.25	102.06	1.50	2.25	22.25	222.38	244.63	1,009.26
92	Bloch, Ryan	12.50	723.38	0.00	0.00	228.25	90.38	318.63	13,208.83
115	Case, Robert	0.00	0.00	0.00	0.00	0.00	84.00	84.00	0.00
113	Duckert					22.75	72.00	94.75	1,031.94
118	Farnsworth, Cody	0.00	0.00	1.50	2.25	21.50	162.00	183.50	975.24
153	Jones, Matthew	1.50	75.87	0.00	0.00	65.00	74.25	139.25	3,287.70
101	Jones, Shawn	0.00	0.00	2.50	3.75	49.25	51.75	101.00	3,169.98
88	Laux, Kevin	8.00	462.96	4.50	6.75	54.25	91.38	145.63	3,139.45
107	Majkowski					18.25	56.63	74.88	879.01
142	Marten, Shawn	0.00	0.00	1.50	2.25	0.00	3.00	3.00	0.00
102	Mikulec, Daniel	0.00	0.00	0.00	0.00	54.25	93.38	147.63	3,139.45
119	Onela, Michael	0.00	0.00	4.50	6.75	37.75	168.38	206.13	1,712.34
138	Olson, Toni	1.50	88.97	0.00	0.00	132.25	73.13	205.38	7,843.75
137	Pesch, Justin	10.50	531.09	5.25	7.88	131.25	76.50	207.75	6,638.63
133	Pierce, Catherine	0.00	0.00	1.00	1.50	0.00	196.13	196.13	0.00
96	Pierzchalski, David	0.00	0.00	11.50	17.25	93.25	204.38	297.63	5,396.38
98	Rechlicz, Justin	4.00	231.48	3.25	4.88	141.25	92.25	233.50	8,174.14
121	Schubert, Matthew	0.00	0.00	12.50	18.75	15.00	143.63	158.63	868.05
89	Schulz, Zachary	0.00	0.00	1.50	2.25	45.50	122.63	168.13	2,191.51
97	Spreiter, Jared	4.00	192.66	2.00	3.00	166.50	167.63	334.13	8,019.47
99	von Bereghy, Darren	2.75	159.14	5.00	7.50	250.00	169.50	419.50	14,467.50
95	Whealon, Shaun	6.00	272.16	8.00	12.00	116.25	122.25	238.50	5,273.10
Total Police			2,839.76					*	90,425.71
Annual Budget			90,000.00						90,000.00

State Aid Reimbursement 0.00 10/29/2019

Total year end actual = \$1 \$ 105,585.50

* (difference from report due to personnel changes)

2018 State Aid Reimb \$0.00

2018 'Hunting/Concealed Carry Permit 0.00

Note: Overtime hours to comp are reflected in regular wages

Fire Dept - Full Time

* 593 Smith, Steve		0.00	0.00	29.75	998.71
Fire Dept Regular Part-time					
		Overtime Hrs	True OT cost	OT Hours	True OT Cost
**	515 Diamantopoulos	24.00	636.12	474.50	11,057.96
**	518 Lazovik	27.50	728.89	229.00	5,396.53
**	521 Rigden	0.00	0.00	86.50	1,442.43
**	563 Rossman	19.75	689.97	306.00	9,469.94
**	617 Hass, Thomas			47.50	1,019.96
**	625 Goetz, Steve	0.00	0.00	67.00	713.36
**	653 Asmondy			60.00	1,059.35
**	672 Krieg, Caitlyn	27.00	752.49	779.50	19,718.95
**	694 Mayer, Andrea	0.00	0.00	237.75	6,075.71
**	698 Wolf	6.00	55.74	334.50	7,620.55
		2,863.21			63,574.74

Effective July 24, 2013 - POC's over 53 hours/week

	Hrs over 53	2020	2019 Hours	2019 Cost
***	505 Wilson, Taylor	802.78	52.50	1,325.21
***	506 Thiel, Brent	160.56	16.25	384.73
***	517 Dymond, Daryn	2,902.23	96.75	2,630.65
***	525 Schuster, Andrew		1.00	25.49
***	639 Rammel, Brian		26.75	785.06
***	658 Silvis, Peter	899.19	18.00	452.79
***	674 Creegan, James	162.99	17.75	444.78
***	690 Holms, Mithell	892.41	11.50	287.39
***	697 Holms, Spencer	101.94	30.25	824.80

total POC overtime 0.00 5,922.10 270.75 7,160.90

* Full time, hours are over and above the 20 normal overtime hours reflected in their base wages

** Part time hours worked over and above 53 normal hours in one week, which are paid at 1.5 times

True OT Cost thru:

Last year's true OT Cost

	12-Jan-20	14,960.52	\$ 54,212.93
		-6,175.21	
Budget -- included within general wages			
Total Fire Dept - OT wages paid through 12.31.19	\$63,574.74		
Total Fire Dept - OT wages paid through 12.31.18	\$54,212.93		
Total Fire Dept - OT wages paid through 12.31.17	\$54,311.11		
Total Fire Dept - OT wages paid through 12.31.16	\$103,222.05		
Total Fire Dept - OT wages paid through 12.31.15	\$129,824.98		

**BUSINESS OF THE PUBLIC SAFETY COMMITTEE
GERMANTOWN, WI**

MEETING DATE: January 21, 2020

AGENDA ITEM: New Business

ITEM TITLE: Dispatch Training – Emergency Medical, Law Enforcement and Fire Service
Training and Certification

SUBMITTED BY: Communications Supervisor Lynn Schmidt

SUMMARY EXPLANATION:

It is a department goal to have all dispatchers trained and certified in Emergency Medical, Law Enforcement and Fire Service dispatch. Included in our 2020 Training Budget – line item 10-521-530-7700 – is \$8,897.00 to certify all communications officers with the purchase of the Total Response Package from PowerPhone . This is the same system used by Washington County Sheriff Communications and West Bend Police Communications. Unlike other packages, PowerPhone does not require an inhouse medical director or the creation of a stand-alone card system. The price of the system is \$13,678.70 which is being discounted to \$8,897.00.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER_X____

Attached please find copy of quote.

RECOMMENDATION:

I recommend that we purchase and contract with PowerPhone for their Total Response Package including training and software for the already budgeted amount of \$8,897.00.



1321 Boston Post Rd
Madison, CT 06443
1.800.537.6937

Quote

Quote Number:	16188
Date:	08/21/2019
Sales Person:	Pamela Visel
Valid Until:	11/29/2019

Bill To	Ship To
Ms. Lynn Schmidt Germantown Police Department Germantown Police Department PO Box 96 N112 W 16877 Mequon Road Germantown, WI 53022 United States	

Quantity	Part Number:	Product	List Price	Unit Price	Ext. Price	Discount
1	TRBRONZE	Total Response Bronze Package Includes: 2 CACH Lite full service licenses to support emergency medical, law enforcement and fire service calls, and user training	\$1,998.00	\$1,998.00	\$1,998.00	\$0.00
1	CLF	CACH Lite Full Service Database To support emergency medical, law enforcement and fire service calls, and user training	\$999.00	\$999.00	\$999.00	\$0.00
9	TRCOCCC	Certification: Combined Certification Online Includes certification in Emergency Medical Dispatch, Law Enforcement Dispatch and Fire Service Dispatch SPECIAL PACKAGE & VOLUME DISCOUNT PRICING APPLIED	\$1,117.00	\$1,117.00	\$10,053.00	\$498.00
1	TROCAC	Certification: Call Assessment *Must be certified in at least one core competency (EMD/LED/FSD) before can be registered*	\$329.00	\$329.00	\$329.00	\$0.00
3	TRBMAINT	Annual Software Maintenance Due 13 months after software delivery	\$99.90	\$99.90	\$299.70	\$99.90

Subtotal:	\$13,678.70
Discount:	\$4,781.70
Discounted Subtotal:	\$8,897.00
Tax:	\$0.00
Shipping:	\$0.00
Total:	\$8,897.00



1321 Boston Post Rd
Madison, CT 06443
1.800.537.6937

Quote

Quote Number:	16188
Date:	08/21/2019
Sales Person:	Pamela Visel
Valid Until:	11/29/2019

Grand Total

Currency:	USD	Subtotal:	\$13,678.70
		Discount:	\$4,781.70
		Discounted Subtotal:	\$8,897.00
Tax Rate:	0.00%	Tax:	\$0.00
Shipping Provider:		Shipping:	\$0.00
		Total:	\$8,897.00

The Business of the Germantown Public Safety Committee

Submitted by: Chief John Delain

Agenda Item: New Business

Meeting Date: 2/3/2020

Item Name: Purchase of New Ambulance

Agenda item description:

For the 2020 budget the Germantown Fire Department requested \$300,000.00 to replace ambulance 1756. 1756 is one of the ambulances that had previously been remounted, and that has had constant mechanical problems. The Germantown Fire Department is requesting to purchase a new ambulance from Lifeline Ambulance through Jefferson Fire and Safety for \$273,881.00. This does not include small equipment which will be purchased separately.

Back up included: ☒ yes No ☐



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SALES CONTRACT

CONTRACT #: 10720-0002

Date: February __, 2020

PURCHASER: VILLAGE OF GERMANTOWN

Legal name if different than above: _____

Mailing Address: _____

Physical Address: N112W17001 Mequon Road - Germantown, WI 53022

COMPANY (Jefferson Fire & Safety, Inc.) agrees to sell to Purchaser and Purchaser agrees to purchase the Goods described below on the terms and conditions in this order.

Model: 2020 Life Line Highliner / 2020 Chevy 4500

Purchase Price: \$273,881.00

1. The base price does not include title & registration fees and sales tax, (if applicable).
2. FOB (DESTINATION)
3. Ambulance must be paid in full upon delivery and acceptance of vehicle. (Credit Cards are not accepted).

Purchaser's representative acknowledges he/she has read, understands, and agrees to terms of this Agreement, and is authorized to execute this Agreement on behalf of Purchaser.

PURCHASER'S REPRESENTATIVE:

SELLER'S REPRESENTATIVE:

Name and Title (Please Print Clearly)

ROB LITTLE, SALES REP

Name/Title

Authorized Signature

Date

Rob Little

Sales Agent Signature

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**BUSINESS OF THE PUBLIC SAFETY COMMITTEE
GERMANTOWN, WI**

MEETING DATE: February 03, 2020

AGENDA ITEM: New Business

ITEM TITLE: Squad Purchase

SUBMITTED BY: Lt. Patrick Merten

SUMMARY EXPLANATION:

The Police Department is requesting authorization to purchase two 2020 Ford Police Interceptor Utility vehicles. The two new squads will replace the following marked squads:

Squad 17 - 100,138 miles currently

Squad 12 - 87,798 miles currently (will be turned into a detective car)

Squad 12 will be replacing squad 8 (detective car with 81,288 miles) which has been having mechanical issues. The money for the two new squad cars is in the 2020 budget under account 10-521-570-8100. The department has sent out 5 bid requests: Ewald Ford, Lochen Ford, Boucher Ford, Heiser Ford and Soerens Ford.

I have received one bid back from Ewald Ford, for a total of \$68,496 for two 2020 Ford Police Interceptor Utility vehicles. If other bids are received prior to the Public Safety Meeting, they will be submitted. Ewald Ford is usually granted the state bid, therefore other dealers do not submit quotes.

ATTACHMENT: ORDINANCE___ RESOLUTION_____ OTHER ☒

Bid from Ewald Ford, \$34,248 per squad – Total of \$68,496

RECOMMENDATION:



Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Germantown Police Department

Prepared For: Lt. Pat Merten

262-253-7780

pmerten@germantownpolice.org

Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD



Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD (Complete)

Quote Worksheet

	MSRP
Base Price	\$40,615.00
Dest Charge	\$1,195.00
Total Options	(\$1,195.00)
Subtotal	\$40,615.00
Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount	(\$6,367.00)
Subtotal Discount	(\$6,367.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$34,248.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$34,248.00

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Data Version: 10200. Data Updated: Jan 27, 2020 10:20:00 PM PST.

**BUSINESS OF THE PUBLIC SAFETY COMMITTEE
GERMANTOWN, WI**

MEETING DATE: 02-03-2020

AGENDA ITEM: New Business

ITEM TITLE: 2020 DNC

SUBMITTED BY: Chief Mike Snow

SUMMARY EXPLANATION:

The City of Milwaukee will be hosting the 2020 Democratic National Convention in July 2020. The City is requesting to enter into an agreement with the Village of Germantown to provide sworn personnel to provide security during the convention. The Police Department is requesting to provide the following resources.

We would assign the six officers assigned to the Washington County Metro SWAT Team. These officers would be assigned throughout the week. That schedule has not been determined but is believed the officers would not be assigned at the same time.

Additionally, we would request to provide no more than 3 officers per day, depending on staffing levels. Addressing staffing requirements in the Village will be a priority.

Attached is the Intergovernmental Agreement along with additional documents to explain how overtime costs would be reimbursed to the Village.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER_____

RECOMMENDATION:

BOARD ACTION:

Intergovernmental Agreement for Law Enforcement Services for the 2020
Democratic National Convention in Milwaukee, Wisconsin

[Agency Name]

This Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin is made as _____, 20____, (the “Effective Date”) by and between the City of Milwaukee, Wisconsin (“City”) and _____ (the “Agency”) for the provision of law enforcement services to facilitate the safe and secure completion of scheduled Convention events and the protection of Convention delegates, dignitaries, media and the general public.

1. Definitions.

“Agreement” means this Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin, and all of its exhibits, attachments, and schedules.

“Agency” is defined in the introductory paragraph of this Agreement.

“Agency Commanding Officer” means the member of Agency Personnel designated by Agency to receive assignments from the City MPD Commanding Officer, to coordinate Agency Personnel in such a manner as to carry out those assignments, and to receive and respond to such administrative requests as City MPD deem necessary to fulfill the requirements of the Security Plan and fulfill the requirements of the federal security grant under which Agency will serve as a subrecipient. Agency Commanding Officer(s) shall be identified as such in Exhibit A.

“Agency Personnel” means all of the employees of Agency that Agency agrees to supply to City for the purposes of fulfilling Agency’s obligations under this Agreement. “Agency Personnel” includes, but is not limited to, Agency’s LEOs.

“Agency Emergency Event” means a court order preventing Agency from fulfilling its obligations under this Agreement or a public emergency in Agency’s jurisdiction of such magnitude that even after incurring reasonable overtime expenses, Agency cannot adequately provide for the safety of the public without the services of some or all of the Agency Personnel.

“City” is defined in the introductory paragraph of this Agreement. “City” includes City MPD.

“City MPD” means the City of Milwaukee Police Department, a department of the City.

“City MPD Commanding Officer” means any of the following City MPD chain of command: Chief of Police Alfonso Morales, Asst. Chief Michael Brunson, or their designees. The City may amend this list of individuals at any time by providing notice to the Agency In Writing.

“City MPD Policies” means City MPD’s Code of Conduct and standard operating procedures, along with those state and local laws regulating police services in the State of Wisconsin and the City of Milwaukee, as may be amended from time to time. City MPD’s Code of Conduct and standard operating procedures are available online at <https://city.milwaukee.gov/Directory/police/About-MPD/Code-of-Conduct.htm#.XMhwordKiUk>.

“Convention” means the 2020 Democratic National Convention scheduled to take place from July 13 to 16, 2020, for which the City has been selected as the host city.

“Convention Facilities” means any venue, hotel, office, event space, public space or any other location, indoors or outdoors, within the Metropolitan Area that is designated in the Security Plan as a location where Convention events are occurring, Convention attendees are staying or where Convention-related security services are required during the Convention Security Period pursuant to the Security Plan.

“Convention Security Period” means the time period set forth in the Security Plan during which Agency’s law enforcement services are required to supplement the City’s law enforcement services. The exact dates of the Convention Security Period will be mutually agreed upon by the Parties after completion of the Security Plan. For planning purposes at the time the Agreement is executed, the Convention Security Period may reasonably be expected to extend from approximately July 10, 2020 through July 20, 2020.

“DNC” means the DNC Services Corp., a District of Columbia nonprofit corporation, or an entity affiliated with DNC Services Corp.

“Effective Date” is defined in the introductory paragraph of this Agreement.

“Host Committee” means The Good Land Committee, Inc., a Wisconsin non-stock, nonprofit corporation.

“In Writing” means a written document signed by the City MPD Commanding Officer(s) utilizing forms attached hereto as Exhibit D. PDF signatures are acceptable. E-mail authorizations are “In Writing” only if the email originates from the official City email account (@milwaukee.gov) of one of the individuals specified in this paragraph. Text messages, Facebook messages, and similar social media messaging messages are not “In Writing” and should not be used for official purposes.

“LEO” means a law enforcement officer employed by the Agency who is licensed or certified as a law enforcement officer according to the state and local laws of the Agency.

“Metropolitan Area” means the City of Milwaukee metropolitan area, which encompasses those surrounding municipalities containing Convention Facilities and events and as may be further defined in the Security Plan. “Metropolitan Area” may include locations outside of what is traditionally thought of as metropolitan Milwaukee.

“Party” means either the City or Agency, individually.

“Parties” means the City and Agency, collectively.

“Security Plan” means the security plan developed by the City in cooperation with the USDHS and its subsidiary agencies and divisions, including, but not limited to, the USSS, and in cooperation with other appropriate federal, state and local law enforcement and emergency services agencies, and in consultation with the DNC and the Host Committee for the provision of police, fire, security, bomb disposal and emergency and rescue services in and around the Convention Facilities and at all official Convention-related meetings and activities in the Metropolitan Area.

“USDHS” means the United States Department of Homeland Security.

“USSS” means the United States Secret Service.

2. Authority.

2.1. Statutory Authority. Wisconsin Statutes § 66.0313 provides that any Wisconsin law enforcement agency may assist a requesting Wisconsin law enforcement agency with their law enforcement efforts within the requesting agency's jurisdiction. Such mutual assistance may include, but is not limited to, the use of specialized equipment, facilities and trained personnel. Wisconsin Statutes § 66.0303 allows a Wisconsin law enforcement agency to enter into a mutual aid agreement with a law enforcement agency of another state subject to certain statutory limitations, including the approval of the Attorney General of the State of Wisconsin. If Agency is located in a state other than Wisconsin, Agency Personnel may not act with any arrest or other police authority in Wisconsin, pursuant to Wis. Stat. 175.46.

2.2. Authority to Execute. Each Party represents that it, and the person(s) signing on its behalf, possesses the legal authority, pursuant to appropriate statute, ordinance, resolution, or other official action of the Party's governing body or code, to enter into this Agreement and to validly and legally bind the Party to all terms herein.

3. Background.

3.1. The City has been designated as the host city of the Convention by the DNC, to be held July 13 to 16, 2020 at the Fiserv Forum and many surrounding venues throughout the Metropolitan Area.

3.2. The Convention has been classified by the federal government as a National Special Security Event, for which the USSS is the authorized lead agency for the design and implementation of the Security Plan.

3.3. The City, through its City MPD, is responsible for coordinating local law enforcement efforts in compliance with the Security Plan. In this role, the City seeks to promote the safety and welfare of all Convention participants and members of the public, while enabling individuals to exercise their constitutional rights.

3.4. The City seeks to procure the assistance of additional law enforcement personnel to provide services required by the Security Plan during the Convention Security Period.

3.5. Agency provides law enforcement services to [REDACTED], Wisconsin under the police powers and law enforcement authority granted under applicable state law.

3.6. At the request of the City, Agency will provide the services of the Agency Personnel identified in Exhibit A of this Agreement to assist the City in meeting the requirements of the Security Plan for the duration of the Convention Security Period. Exhibit A may be amended from time to time upon mutual written consent of the Agency Commanding Officer and City MPD Commanding Officer.

4. Organizational Structure.

4.1. Unified Law Enforcement Command. At all times during any joint training session prior to the Convention, and at all times during the Convention Security Period, Agency Personnel shall be subject to the structure of supervision, command and control coordinated by the City MPD through a unified law enforcement command structure, irrespective of the rank or job title normally held by any member of Agency Personnel within the Agency.

4.2. City MPD is the Lead Local Law Enforcement Agency. City MPD is the lead local law enforcement agency for purposes of Convention security and law enforcement. City MPD Commanding Officer, or his/her designee, will communicate the specific assignments for Agency Personnel to the Agency Commanding Officer. Agency shall be provided with briefings from City MPD as necessary, or upon request of Agency.

4.3. City MPD Policies to Apply. Agency Personnel performing services under the Agreement will abide by applicable City MPD Policies. City MPD will identify the

relevant City MPD Policies within the training materials City MPD will provide to Agency on or before April 1, 2020. Agency shall disseminate those City MPD Policies to Agency Personnel, and shall train Agency Personnel on those City MPD Policies before the Convention Security Period. In the event of a conflict between relevant Agency policies and City MPD Policies, Agency will instruct its Agency Personnel to follow City MPD Policies with respect to the services provided by Agency hereunder.

5. Agency Responsibilities.

5.1. Agency Personnel to Participate in Training. Upon reasonable advance written notification from City MPD, Agency Personnel shall participate in Convention training activities (whether in person or online) that are coordinated by City MPD, and in conformance with the deadlines specified by City MPD. City MPD shall make reasonable efforts to coordinate the training schedule with Agency, recognizing that City MPD will need to accommodate the schedules of many different agencies.

5.2. Services Limited. Services provided by Agency Personnel shall be limited to assignments in which Agency Personnel are already experienced or trained and for which they are licensed or certified to do in accordance with state and local laws of Agency. Assignment of duties to Agency Personnel shall be determined solely by City MPD and may comprise all aspects of law enforcement including, but not limited to traffic control, security detail and crowd control.

5.3. Agency to Provide Services. Agency shall assign Agency Personnel to complete those assignments provided to Agency by City MPD Commanding Officer in accordance with Section 4.2. Should Agency object to any specific assignment, Agency shall make such objection known immediately after receipt of the assignment to the City MPD Commanding Officer who shall reasonably attempt to accommodate Agency; provided that the decision of City MPD Commanding Officer and the requirements of the Security Plan shall control. Any refusal to accept an assignment may result in Agency not being reimbursed for personnel costs under Section 7 of this Agreement.

5.4. Agency Personnel "On Duty." If required by the assignments provided to Agency by the City MPD Commanding Officer, Agency Personnel shall be placed in an "on duty" status in which Agency Personnel are physically near specified Convention Facilities or a Convention-related event location within the Metropolitan Area, so as to be able to physically report in a timely manner to his or her assigned duty post, and be prepared to undertake the specific assignment. City MPD presently expects to provide a tactical operating and briefing manual to Agency Personnel as they arrive in the City, which Agency Personnel shall comply with at all times while functioning under the terms of this Agreement.

5.5. Agency Personnel to Participate in After Action Activities. At the request of the City (including but not limited to City MPD, the City Comptroller, and the City Attorney), Agency shall reasonably provide information, participate in debriefings, complete surveys, respond to information requests required for insurance or audit purposes, and reasonably aid the City in the prosecution or defense of any civil or criminal proceedings related to Agency's performance under this Agreement or any matter in which Agency Personnel is identified by City MPD as a witness. Such assistance shall include the provision, by Agency, of personnel or other records in criminal and/or civil proceedings as reasonably requested by City.

5.6. [Intentionally left blank.]

5.7. Agency Personnel Names to be Sent to City MPD. Agency will provide to City MPD a list of all Agency Personnel that Agency intends to provide under this Agreement at least two months before the first scheduled training session, presently scheduled for April 1, 2020. The list shall be provided in the following format attached as Exhibit A. An electronic version of this spreadsheet will be made available upon request.

5.8. LEO Criteria. Each of the LEOs provided by Agency shall meet the following criteria:

5.8.1. Each LEO must be duly licensed or certified as a law enforcement officer or equivalent by the State of Wisconsin or by the authority of the state in which the Agency is located. Statutory certification requirements for Agency LEOs shall be forwarded to the City MPD with the list of all Agency Personnel required by Section 5.7.

5.8.2. Each LEO, by reason of experience, training and physical fitness must be qualified and capable of performing the duties required of an active duty licensed or certified police officer assigned to an event of the Convention's size and scope.

5.8.3. Each LEO participating in crowd control or management assignments as part of the Major Incident Response Team, as determined by City MPD, must have completed Mobile Field Force training or its equivalent and will complete other training as required by City MPD or USSS based upon the LEO's Convention assignment.

5.8.4. Each LEO must have been employed as a licensed or certified police officer for a minimum of two years by the Agency.

5.8.5. Each LEO must be an officer in good standing with the Agency. The Agency shall promptly notify the City MPD in the event that any LEO is no longer an officer in good standing with the Agency and the Agency shall remove that LEO from the list of Agency Personnel.

5.8.6. No LEO may have (i) been sued in an individual capacity in the last three years and adjudicated as liable for violations of the first amendment of the U.S. Constitution, or (ii) have any sustained complaints for the use of excessive, unreasonable or unnecessary force within the last five years.

5.9. Agency Personnel Equipment.

5.9.1. Each LEO shall be equipped by Agency at Agency's own expense, with a seasonally appropriate patrol uniform and equipment, including but not limited to: service belts, service weapon, radio, and a personal soft ballistic body armor as required to be worn by the LEO while on duty for the Agency. Agency shall not bring to the Convention Facilities any chemical or other non-lethal munitions except as provided by City MPD unless authorized by City MPD.

5.9.2. A complete, sanctioned, equipment list will be provided to Agency as part of the preparatory materials provided by City MPD no later than April 1, 2020. Any equipment, gear, service weapons or munitions that are not included on the equipment list may not be used by Agency Personnel during the Convention unless (a) Agency notifies City MPD in writing no later than June 1, 2020, and (b) City MPD consents In Writing to the use of the requested additional equipment.

5.9.3. Agency Personnel may not bring or utilize any demo equipment provided at low or no cost to Agency by a supplier seeking to demonstrate new equipment to the Agency or other agencies.

5.10. City MPD Can Decline Agency Personnel. At any time during the term of this Agreement, City MPD has the sole discretion to decline assignment or deployment of any Agency Personnel at any time without cause or explanation. In the event that City MPD declines assignment or deployment of Agency Personnel due to no fault of Agency or Agency Personnel, City MPD shall reimburse Agency for any costs already incurred pursuant to the terms and limitations of Section 7 of this Agreement.

5.11. Agency Judgment and Priority. Agency has entered this Agreement in good faith and intends to provide those Agency Personnel set forth herein to assist City with implementation of the Security Plan during the Convention Security Period. However, the Parties recognize that resource availability requires Agency to exercise its best judgment in prioritizing and responding to the public safety needs of its own jurisdiction. That prioritization decision belongs solely to Agency and Agency may

recall its Agency Personnel in accordance with the termination procedures set forth in Section 14 of this Agreement.

5.12. Agency Responsible for Costs. Agency shall be responsible for all costs associated with providing Agency Personnel that are not explicitly assumed by City in this Agreement and/or authorized In Writing. Nothing in this Section shall prohibit City MPD Commanding Officers from agreeing In Writing to the assignment of specific costs borne of unforeseen circumstances during the Convention Security Period.

6. City Responsibilities. In addition to its lead local law enforcement responsibilities for the Convention, the City will provide all of the following:

6.1. Event Training. City agrees that it will provide training for Agency Personnel as determined necessary by City MPD and USSS. Training will include the provision of preparatory materials and training according to the schedule described in Section 4.3.

6.2. Transportation and Food. Agency Personnel will commute to and from the City on the days they are assigned to provide services for the Convention. The commute will be to a location designated by the City MPD Commanding Officer based upon Agency Personnel's assignment each day. City will provide food for Agency Personnel while on duty. City MPD will provide food location assignments to Agency prior to the Convention Security Period. City will not provide lodging to Agency Personnel due to Agency's proximity to the Metropolitan Area.

6.3. Procuring Insurance. City is in the process of procuring a law enforcement liability insurance policy to cover certain liabilities of the Parties associated with the Convention. Said insurance policy will include coverage for the Agency and the Agency Personnel supplied to City for the purpose of fulfilling Agency's obligations under this Agreement for the Convention. Certificates of insurance shall be provided to Agency prior to the Convention Security Period. In the event that the policy cannot be procured before the Convention Security Period, City will notify Agency in writing.

7. Payment Terms.

7.1. Costs Covered. City shall cover the following costs, provided such costs are, in City's sole discretion, (1) actual, necessary, and pre-approved by the City either through assignments, as set forth herein, or otherwise In Writing utilizing Exhibit D, and (2) properly supported by itemized receipts to be and/or payroll records submitted along with the form attached hereto as Exhibit B, and supported by all of the documentation set forth in Exhibit C. Upon the City receiving the federal grant described in Section 7.4, below, Exhibit B may be updated to match the then-current federal regulations for the federal grant. The City expects to be awarded the federal grant in early 2020. Any costs

incurred by Agency prior to receiving pre-approval pursuant to subsection (1) of this Section 7.1, are incurred at Agency's own risk.

7.1.1. *Payment for Agency Personnel Time.* Payment for actual time worked and, if authorized by the U.S. Department of Justice and approved In Writing, actual time in training for each Agency Personnel whose services are actually utilized (including "on duty status" set forth in Section 5.4, or an auxiliary status) by the City MPD during the Convention Security Period, at the rate(s) provided by Agency in the Agency Personnel list required by Section 5.7. Agency Personnel are considered to be working when they are physically located at the Convention Facility to which they are assigned between the time that they check in with a City MPD Commanding Officer or designee and the time that they check out with a City MPD Commanding Officer or designee at the end of their shift. Agency Personnel are not considered to be working while located at their place of lodging or home or while traveling to or from their place of lodging or home to the Convention Facilities to which they are assigned, unless Agency Personnel are covered by a collective bargaining agreement or employment contract that requires them to be paid for such time (Agency shall provide City with a copy of such agreement or contract). The rates of Agency Personnel shall not exceed the costs of the individual Agency Personnel's normal salary and benefits, and the hours worked shall not exceed the hours set forth in the relevant training materials or Convention Security Period assignment unless pre-approved In Writing.

7.1.2. *Approved Expenses.* City shall reimburse reasonable and documented transportation and various additional expenses of Agency Personnel during such time that they are actually providing services under this Agreement during the Convention Security Period. City will estimate and itemize allowable expenses and categories of expenses at least two months before the Convention Security Period, and provide that estimate to Agency. Transportation expenses will be estimated using the current federal GSA mileage reimbursement rates. Agency will have six weeks after receiving the estimate to contest the not-to-exceed. The City shall not unreasonably deny Agency's requests; however, the decision of the City MPD Commanding Officer shall control. Agency shall not be reimbursed in excess of the not-to-exceed amount, nor shall Agency be reimbursed for expenses from categories of spending that are not set forth on City's not-to-exceed estimate (i.e. personal entertainment, additional food or transportation beyond that provided or authorized In Writing by City.)

7.2. Withhold Payment. In the event Agency fails to comply with any terms or conditions of this Agreement or to provide in any manner the work or services as agreed to herein, City may withhold any available payment until the City is satisfied that

corrective action has been taken or completed. City may withhold payment for any Agency Personnel refusing to perform the work assigned by City MPD pursuant to Section 5.3 of this Agreement. This right is in addition to and not in lieu of the City's right of termination.

7.3. Failure of City to Obtain Security Grant. Irrespective of any other term of this Agreement, should City fail to be awarded a federal security grant sufficient to cover the costs of all of City's security obligations under the Security Plan, Agency shall have no obligation to provide the services described in this Agreement and City shall not be obligated to remit the funds described in this Agreement to Agency unless reimbursed for such costs by the Host Committee, the DNC or any other entity.

7.4. Federal Grant Requirements. Agency shall be reimbursed for allowable expenses as a subrecipient of a federal grant expected to be awarded to the City. As such, Agency shall comply with all applicable requirements set forth in the DOJ Grants Financial Guide (https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf), as set forth in 2 C.F.R. Part 200, and any additional requirements set forth in the grant agreement itself between the federal government and the City, a copy of which will be made available to Agency upon request after the grant is actually awarded. Agency and City affirmatively acknowledge that the federal grant funds will not be used to supplant local and/or state funds. In order to provide adequate documentation of the costs of Agency Personnel expected to be reimbursed by City, Agency should create a separate rate code within its payroll system to be used to accurately track work of Agency Personnel under this Agreement.

8. Law Enforcement Procedures.

8.1. No Police Authority. Unless Agency is from a municipality located in the State of Wisconsin, Agency Personnel may not act with the arrest or other police authority of a law enforcement officer of any Wisconsin law enforcement agency pursuant to Wis. Stat. 175.46. Except as provided in this Section 8.1, the services to be provided by Agency Personnel shall be limited to security detail in accordance with the procedures and assignments that shall be provided by City MPD.

8.2. Activities. Law enforcement methods employed by the LEOs shall conform to the lawful commands of the City MPD Commanding Officer or his/her designee, City MPD Policies, City of Milwaukee Municipal Code of Ordinances, Wisconsin law, the United States Constitution, and other applicable law.

8.3. Conformance to Security Plan. All functions and duties to be performed by Agency Personnel under this Agreement shall conform to the Security Plan.

9. Term. The term of the Agreement shall begin on the Effective Date and shall end upon the completion of all obligations under this Agreement inclusive of participation in criminal and/or civil trials.

10. Consideration. Consideration for this Agreement shall be the exchange of monetary reimbursement for the services of Agency Personnel, the enhanced public safety and improved law enforcement activity in the Metropolitan Area for the Convention Security Period, and the professional growth and development of City MPD and Agency Personnel through the City and the Agency's training and cooperative efforts to provide a safe and secure Convention.

11. Independent Contractor.

11.1. Independent Relationship. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between the Parties. The rights and obligations of the Parties under this Agreement will be only those expressly set forth in this Agreement. Agency will perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent, or partner of the City. Nothing in the paragraph shall be construed to invalidate a Business Associate Agreement executed between the City and Agency, if required by Section 13.3 of this Agreement.

11.2. Agency Personnel Remain Employees of Agency. Except to the extent covered by reimbursement by City compensation for Agency Personnel specifically set forth in this Agreement, Agency acknowledges and affirms that Agency remains fully responsible for any and all obligations as the employer of its Agency Personnel, including among other things: responsibility for the payments of: (i) earnings; (ii) overtime earnings; (iii) withholdings; (iv) insurance coverage; (v) workers' compensation; (vi) death benefits; (vii) medical and legal indemnity where lawful and appropriate; and (viii) all other requirements by law, regulations, ordinance or contract. Agency Personnel remain employees of Agency. Agency shall be responsible for the payment of any compensation or death benefits to Agency Personnel who are injured or killed while providing services to City under the terms of this Agreement. City is not obligated to reimburse Agency for those expenses.

11.3. Discipline / Probable Cause Matters. City shall refer disciplinary matters involving Agency Personnel to Agency. Based on the judgment of City, if a particular matter represents probable cause for the issuance of a criminal complaint, then such matter shall be referred directly to the Milwaukee Police Department or an external law enforcement agency, as appropriate, for investigation with appropriate notice to Agency.

12. Liability.

12.1. Limited Indemnification. The City shall indemnify Agency for Agency's liability to third parties incurred while Agency Personnel are acting within the scope of their employment with Agency to fulfill the terms of this Agreement; provided, however, that City's liability to Agency shall cease upon the exhaustion of the limits of the law enforcement liability insurance policy the City obtains pursuant to Section 6.3 of this Agreement. The policy may be exhausted by claims attributed to City's officers, or the officers of any jurisdiction lending assistance for the Convention pursuant to an agreement with City similar to this Agreement.

12.2. No Waiver. Irrespective of any term of this Agreement, nothing contained in this Agreement shall waive or amend, nor be construed to waive or amend any privilege, defense, limitation of liability, or immunity that either Party, their respective officials, agents, or employees may have under any applicable federal, state, local, or common law.

13. Records.

13.1. Agency to Comply. Agency shall comply with all applicable local, state, and federal laws and requirements pertaining to maintenance and disclosure of personal information (name, age, phone number, address, social security number, etc.) belonging to members of the public and criminal justice records.

13.2. Security Information. Agency shall comply with all privilege requirements and procedures set forth by the USDHS, USSS or other governmental entity. If Agency has custody of a record provided by City which contains details of security arrangements or investigations, Agency shall, as soon as practical and without delay, notify City of any request to disclose such record and shall follow the requirements of Section 13.5, below, prior to disclosure. For purposes of this Paragraph, the term "record" shall be broadly construed and shall include, but not be limited to, all documents, paper, electronic files, and other things containing information, irrespective of the form of that record or data, *i.e.* electronic, hard copy, voice recording, photograph, etc., unless such form is specified by law.

13.3. Protected Health Care Information. Agency will comply with all applicable state and federal medical privacy laws, including but not limited to HIPAA and Sections 51.30, 146.816 and 146.82 of the Wisconsin Statutes, when applicable.

13.4. Wisconsin Public Records Law. Both Parties understand that 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. sec. 19.21 *et. seq.* Agency acknowledges that it is obligated to assist the City in retaining and producing records that are subject to the Wisconsin Public Records Law, including but not limited to those records produced or collected by Agency under this Agreement

pursuant to Wis. Stat. sec. 19.36(3) and that the failure to do so shall constitute a material breach of this Agreement. The Parties further agree and acknowledge that because of the federal grant described in Section 7.4 of this Agreement, 2 CFR 200.333 shall establish the minimum record retention requirements to be followed by Agency. Agency certifies that it will comply with the record retention requirements in 2 CFR § 200.333. Agency further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Nothing in this Section 13.4 should be construed as prohibiting the Agency from retaining records for longer than 2 CFR § 200.333 requires.

13.5. Notice of Request for Disclosure. Agency will provide notice to City of any request for the disclosure of information associated with or generated as a result of the work performed under this Agreement at least ten business days before such information is disclosed and shall confer with the City and, if City deems appropriate, the USSS before deciding whether the Wisconsin Public Records Law requires Agency to release the requested records. Nothing in this paragraph shall supersede any other term of this Section 13, and in the event of a direct conflict between this paragraph and any other paragraph and of this Section, this paragraph shall not control.

13.6. City Access to Agency's Records. Agency agrees that any duly authorized representative of the City, including the City Attorney and the City Comptroller or other financial representative, or a federal grant auditor, will have access to, and the right to, examine any directly pertinent records, documents, paper, and data of the Agency, involving transactions related to this Agreement until the expiration of the records retention period described in Section 13.4, above.

14. Early Termination.

14.1. Termination by City. City may terminate this Agreement at any time and for any reason. Should City terminate this Agreement without cause, City shall pay Agency for any costs actually and already incurred pursuant to Section 7. City may terminate this Agreement without payment of costs if Agency fails to comply with or perform any material term, condition or obligation contained in this Agreement and either such breach cannot be cured, or, if such breach may be cured, Agency fails to cure such default within seven calendar days after the City or City MPD provides Agency with notice of such failure.

14.2. Termination by Agency.

14.2.1. Agency may terminate this Agreement prior to March 1, 2020, upon a determination that it must do so to meet its own staffing needs. Upon such

termination, Agency shall fully refund to City all costs, funds, or other payments that the City may have paid to Agency pursuant to this Agreement.

14.2.2. Agency may terminate this Agreement after March 1, 2020, only upon the occurrence of an Agency Emergency Event. Upon such termination, Agency shall fully refund to City all costs, funds, or other payments that the City may have paid to Agency pursuant to this Agreement.

14.2.3. Agency may terminate this Agreement without payment of costs described in subsec. 14.2.2 if City fails to comply with or perform any material term, condition or obligation contained in this Agreement and either such breach cannot be cured, or, if such breach may be cured, City fails to cure such default within 7 calendar days after the Agency provides City with notice of such failure.

14.3. Parties Contract in Good Faith. The Parties shall act in good faith to provide as much advance written notice of termination under this Section to the other Party that is reasonable under the circumstances.

14.4. Consequential Damages. Neither Party shall be entitled to recover any penalties, consequential damages or attorneys' fees related to an event of termination hereunder.

15. Governing Law. This Agreement, and all questions arising in connection herewith shall be governed by and construed in accordance with the internal laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in Milwaukee County for matters arising under state law and in federal district court in the Eastern District of Wisconsin for matters arising under federal jurisdiction.

16. Notices. All notices required under this Agreement shall be provided to:

To the City: Alfonso Morales
 Chief of Police
 749 West State Street
 Milwaukee, WI 53233
 MPDChief@milwaukee.gov
 Via email and paper copy sent via U.S. Mail

With courtesy copies which shall not constitute notice to:

Deputy City Attorney Mary Schanning
City Hall, Room 800
200 East Wells Street
Milwaukee, WI 53202
mschan@milwaukee.gov

and

Nicholas DeSiato
Chief of Staff
Milwaukee Police Department
749 West State Street
Milwaukee, WI 53233
nidesi@milwaukee.gov

To Agency: [Agency to populate information]

17. Additional Provisions.

17.1. Further Assurances. The Parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the terms of this Agreement.

17.2. No Waiver. Any failure of a Party to assert any right under this Agreement, including but not limited to acceptance of partial performance or continued performances after a breach, shall not constitute a waiver or a termination of that right, this Agreement, or any of this Agreement's provisions.

17.3. Subcontracting. Neither Party shall subcontract for any of the work contemplated under this Agreement without obtaining the prior written approval of the other Party.

17.4. No Third Party Beneficiary. No provision in this Agreement is intended to create, or shall create, any rights with respect to the subject matter of this Agreement in any third party, including but not limited to members of the general public.

17.5. Headings. The captions and headings of paragraphs and sections in this Agreement are for convenience of reference only, and shall not be construed as defining or limiting the terms and provisions in this Agreement.

17.6. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

17.7. Survival. The terms of this Agreement and any exhibits and attachments that by reasonable implications contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable.

17.8. Counterparts. This Agreement may be executed in multiple parts. Signatures to this Agreement transmitted by facsimile or by electronic mail shall be valid and effective to bind the Party so signing.

17.9. Nondiscrimination. It is the City's policy not to discriminate against any qualified employee or qualified applicant for employment because of an individual's sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, victimhood of domestic abuse or sexual assault, past or present membership in the military service, HIV status, domestic partnership, genetic identity, homelessness, familial status, or an individual's affiliation or perceived affiliation with any of these categories, pursuant to Milwaukee Code of Ordinances Section 109-9. The Parties 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. The Parties agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, *et seq.*

SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)

The Parties have executed this Agreement as on the dates set forth below.

CITY OF MILWAUKEE

Alfonso Morales, Chief of Police

Dated this _____ day of _____, 20__.

Martin Matson, City Comptroller

Dated this _____ day of _____, 20__.

Authorizing Resolution: 191192

Approved as to Form and Execution:

Office of the City Attorney

Dated this _____ day of _____, 20__.

[AGENCY NAME]

By: _____

(Signature)

Its: _____

(Title)

Dated this _____ day of _____, 20__.

1077-2018-1850:XXXXXX

Exhibit A

List of Agency Personnel and Commanding Officer

(Electronic version available from Captain Derrick Harris, dharris@milwaukee.gov)

[illegible]

Exhibit B

(Electronic version available from Captain Derrick Harris, धारri@milwaukee.gov)

Exhibit C

(Electronic version available from Captain Derrick Harris, dharris@milwaukee.gov)

Exhibit D

Additional Expenditure Authorization Form - "In Writing"

Directions for Use of This Form: Use this form to obtain approval for additional expenditures "In Writing," pursuant to your Agency's Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin "Agreement." Please note that your agency will not be reimbursed for any expenditures that were not expressly agreed to in the expense estimate provided pursuant to Section 7.1.2 of the Agreement unless you have both (1) obtained a valid signature on this form before making the expenditure, and (2) provide the City with the supporting documentation necessary for reimbursement described in Exhibit B of the Agreement.

Agency Information	
Agency:	
Agency Personnel Completing Form:	
Date:	
Additional Expenditure Information	
Expenditure Requested:	
Reimbursable Cost:	
Vendor:	
Description/Purpose:	
Additional Memo (optional):	
City of Milwaukee Commanding Officer Approval Information	
Name:	
Rank:	
Date:	
Signature:	
Memo (optional):	

EXHIBIT B - Reimbursement of Personnel Costs - Assisting Agency

Assisting Agency:			Agency's # Regular Hours**:	
Prepared By: (Print Contact Name)			Contact/Phone #:	
Signature:				
Approved By: (Print Contact Name)			Contact/Phone #:	
Signature:				

RATES	Medicare (set rate)
	FICA (set rate)
	Pension Contribution (Agency's Rate) ^{***}

* Total hours worked will be verified / reconciled to the hours logged by payroll system. Regular hours plus overtime hours cannot exceed the total hours logged in payroll system.

****** Provide your agency's number of regular hours scheduled for a typical week (i.e. 40 hours).

*** Use your agency's pension contribution rate to calculate pension contribution expenses. Provide official documentation that shows your current pension contribution rate.

**** Please provide breakdown of additional benefits being requested for reimbursement. This should include description of each individual benefit and applicable rate. Please input total amount of benefit in this column.

[illegible]



EXHIBIT C
2020 Democratic National Convention
DNC Reimbursement Request Form



Assisting Agency:

Prepared By:	Contact Phone's #:	Signature:
Approved By:	Contact Phone's #:	Signature:

Personnel Costs

	Number of Personnel	Total Regular Hours	Total Overtime Hours	Total Regular Cost	Total Overtime Cost	Total Regular and Overtime Cost
				\$ -	\$ -	\$ -
Three sets of documentation are required:						
a. Outside Agency Tracking Form. These forms were signed off on by the personnel during the event and in the possession of the City of Milwaukee (City). If you are in possession of any of these timesheets, please provide them to the City as soon as possible.						Pension Rate 0.00%
b. Daily work records/work logs, time and attendance records, payroll registers. This includes whatever your typical system is to track payroll. This will be submitted as part of the reimbursement package. These records will be reconciled against the timesheets in order to approve final reimbursement. For this reason, these records should show information such as hourly rates, number of hours worked, total amount of personnel expense, etc.						FICA Rate 0.00%
c. Final payroll costs submitted with reimbursement request (Reimbursement of Personnel Costs Worksheet – Outside Agencies and Reimbursement Request Form).						Medicare Rate 0.00%
						Other Benefits Rate 0.00%
						Total Fringe \$ -
						Total Wages \$ -

Food Per Diem Costs (Travel Days only)

	Number of Officers	Number of Days (Combine To and From - Prorated)	Federal Per Diem Food Rate (Travel Days)	Total Cost
Meals: Travel days will be paid at 75% as stipulated by federal regulations. https://www.gsa.gov/travel/plan-book/per-diem-rates Note: Travel day meal per diems will not be reimbursed for outside agencies that are within 100 miles of Milwaukee.			\$ 49.50	\$ -

Transportation Costs (Travel Days only)

	Number of Officers	Number of Tickets	Average Airfare Price (Per Round Trip)	Total Cost
Airfare: Receipt from airline or travel agent indicating name of traveler, dates of travel and total cost of ticket; receipt from airline indicating name of traveler, dates and cost of any baggage fees assessed; and boarding passes.			\$ -	\$ -
Auto reimbursement: Google map showing vehicle route to and from Milwaukee. Mileage reimbursed at federally approved rates: https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/private-owned-vehicle-pov-mileage-reimbursement-rates a. Motorcycles – \$0.XX/mile – This includes fuel. b. Private Vehicles – \$0.XX/mile – This includes fuel. c. Gov't Owned Vehicles – \$0.XX/mile – This includes fuel.	Number of Vehicles	Total Miles (Combine to and From)	Mileage Rate	Total Cost
			\$ -	\$ -
Bus/Vehicle Rentals: Contract cost of rental vehicles or buses; highway and bridge toll fees.		Number of Buses/Rented Vehicles	Cost Per Bus/Rented Vehicle	Total Cost
			\$ -	\$ -

Additional Requested Costs (Not Listed Above)

	Description of Additional Cost	Amount of Total Cost
Additional Expenses: Please provide a detailed description and total cost for any additional expenses not listed specifically on this form where reimbursement is being requested. Please be aware of any applicable federal per diem rates related to your request. Please provide any supporting documentation and/or calculations that will help facilitate the review of your request. Example: If your trip to and from Milwaukee will require overnight lodging, please provide the number of officers who required this accommodation and the invoice for the total cost of the lodging. NOTE: Any reimbursement under this section must be preapproved In Writing by the City and such preapproval shall be attached to this form.		\$ -
		\$ -
		\$ -
		\$ -

Total Request for Reimbursement

All expenses incurred as described in the Intergovernmental Agreement and Estimate Cost Forms (ECF) are eligible for reimbursement. The costs initially provided were estimates and require documentation for final approval and reimbursement. Note: Credit card statements are not considered a valid document for the purposes of reimbursement.	Salary \$ -
	Per Diem -
	Transportation -
	Additional Expenses -
	Total Cost \$ -

Please feel free to contact the following City of Milwaukee Personnel with any questions you may have:

Rhonda Kelsey	414-286-3639
Dennis Vaccarino	414-286-8552
Andrea Fowler	414-286-5563