

The Facebook page for the Economic Development Commission (<https://www.facebook.com/forwardfranklin/>) will be live streaming the Common Council meeting so that the public will be able to watch and listen to the meeting.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY, AUGUST 4, 2020 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B.
 - 1. Citizen Comment Period.
 - 2. Mayoral Announcements:
 - (a) COVID-19 Update-Director Day.
 - (i) Current Infection Statistics.
 - (ii) City Hall Mask Policy.
 - (b) City Hall Landscaping-Mayor Olson.
 - (c) Election Status-Director Wesolowski.
- C. Approval of Minutes - Regular Common Council Meeting of July 21, 2020.
- D. Hearings.
- E. Organizational Business.
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. Project Updates for Ballpark Commons.
 - 2. Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin; Letter Regarding Termination of Agreement.
 - 3. Police Department Request for Approval to Purchase 911 Nextgen Call Recording and Logging System.
 - 4. An Ordinance to Amend the Municipal Code to Provide for Common Council, Boards', Commissions' and Committees' Members, Applicants', and the Public Remote Government Meetings Attendance.
 - 5. A Resolution to Amend a Resolution in Ratification of a Proclamation Declaring a Public Health Emergency in Response to the Coronavirus Disease 2019 (COVID-19), as Amended, to Extend the Time Period of the Public Health Emergency Until January 5, 2021 and to Allow for Citizen Comment Submitted in Writing to be Read into the Record.

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6. An Ordinance to Amend §15-3.0423 of the Unified Development Ordinance Planned Development District No. 18 (Franklin Business Park) to Amend Section 13.(10) of Ordinance No. 93-1279, I.E., §15-3.0423(10), to Allow the Community Development Authority to Waive Driveway Setbacks from Interior Lot Lines of a Property Zoned Planned Development District No. 18 when Abutting a Newly Created by Certified Survey Map Property Zoned Planned Development District No. 18 and the Properties Share an Existing Driveway (John J. Malloy, Managing Member of Wisconsin Commercial 2015, LLC) (at 9750 S. Oakwood Park Drive).
7. A Resolution Conditionally Approving a 2 Lot Certified Survey Map, Being Parcel 3 of Certified Survey Map No. 6566, Recorded September 29, 1998, as Document No. 7607434, in the NE 1/4 and SE 1/4 of the NE 1/4 of Section 26, Town 5 North, Range 21 East, City of Franklin, County of Milwaukee, State of Wisconsin (Wisconsin Commercial 2015, LLC) (9750 S. Oakwood Park Drive).
8. Status of W. Marquette Avenue Road Extension Between S. 49th Street and S. 51st Street.
9. A Resolution to Issue a Change Order 03 for Pleasant View Park Pavilion (4901 W. Evergreen Street) in the Amount of \$8,186.06.
10. A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use to Operate a Mega Media Xchange Store, with the Addition of a Gaming Lounge, Located at 6544 S. Lovers Lane Road (Garden Plaza Shopping Center) (Robert A. Settecase, Owner of MMX3 LLC (Mega Media Xchange, Applicant).
11. A Resolution Authorizing Certain Officials to Accept a Conservation Easement for and as Part of the Approval of a Certified Survey Map for Scott A. Mayer and Susanne Mayer at 9533 W. Ryan Road.
12. A Resolution for GRAEF-USA, Inc. to Design the S. 116th Street Trail for \$150,000.
13. Installation of Lights for Ryan Meadows Subdivision.
14. Agreement to Allow Sewage Grinder Pump at 10609 W. St. Martins Road (TKN 800 9999 002).
15. Direction Relating to W. Puetz Road and 2020 Road Program.
16. A Resolution to Award Design of Industrial Park Lift Station (10100 S. 60th Street) Replacement to GRAEF-USA, Inc. for \$202,100.
17. A Resolution to Issue Change Order No. 1 for 2020 City Hall Sign Project to Michael's Signs, Inc. in the Amount of \$5,350.
18. Report on Expenditures Related to the COVID-19 Public Health Emergency Through July 30, 2020.
19. June 2020 Monthly Financial Report.
20. Development of a Franklin Policy to Eliminate Private Property Inflow and Infiltration (PPII) from the Sanitary Sewer.
21. Tax Incremental District No. 8 Development Agreement Between the City of Franklin, JHB Properties, LLC and ZS Enterprises, LLC, Industrial Spec Buildings Mixed Use Development at the south side of West Elm Road in the approximately South 3500 Street block area to the west, to be bounded on the north by West Elm Road to be extended to the west, and South Hickory Street on the east, and to straddle South Birch Street and West Aspen Way, all to be developed; and Development Agreement for JHB Properties, LLC

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and ZS Enterprises, LLC, Industrial Spec Buildings Mixed Use Development (Public Improvements). The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to a Tax Incremental District No. 8 Development Agreement Between the City of Franklin, JHB Properties, LLC and ZS Enterprises, LLC, Industrial Spec Buildings Mixed Use Development and a Development Agreement for JHB Properties, LLC and ZS Enterprises, LLC, Industrial Spec Buildings Mixed Use Development (Public Improvements), and the investing of public funds and governmental actions in relation thereto and to effect such development, including the terms and provisions of the development agreements for the development of property located on the south side of West Elm Road in the approximately 3500 block area where West Elm Road to be extended to the west, consisting of approximately 79.79 acres, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

H. Licenses and Permits.

Miscellaneous Licenses from License Committee Meeting of August 4, 2020.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

*Supporting documentation and details of these agenda items are available in the Common Council Meeting Packet on the City of Franklin website www.franklinwi.gov

[Note Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services For additional information, contact the City Clerk's office at (414) 425-7500]

REMINDERS:

August 6	Plan Commission Meeting	7:00 p.m.
August 11	Partisan Primary	7:00 a.m. to 8:00 p.m.
August 18	Common Council Meeting	6:30 p.m.
August 20	Plan Commission Meeting	7:00 p.m.
September 7	Labor Day	City Hall Closed

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Seconded by Alderman Mayer. All voted Aye; motion carried.

- SENIOR CITIZENS INC. G.3. Alderman Mayer moved to accept and place on file the Franklin Senior Citizens, Inc. semi-annual update for 2020. Seconded by Alderman Dandrea. All voted Aye; motion carried.
- COMMUNITY DEVELOPMENT BLOCK GRANT G.4. Alderman Dandrea moved to authorize the Director of Administration to submit Letters of Support for the Eras Senior Network Faith in Action Milwaukee County Program for \$5,000 and Oak Creek Salvation Army-Homelessness Program for \$3,000; to submit a project application for Senior Health Related Educational Programming for \$5,000; and to submit a project application for a Franklin Home Repair Grant Program, that would be administered directly through Milwaukee County, the remaining portion of the City's annual allocation by the deadline date of August 26, 2020. Seconded by Alderman Mayer. All voted Aye; motion carried.
- RES. 2020-7650 DEV. AGREEMENT KNOLLWOOD LEGACY APTS. G.5. Alderman Dandrea moved to adopt Resolution No. 2020-7650, A RESOLUTION TO AUTHORIZE CERTAIN OFFICIALS TO EXECUTE A CONSENT TO COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT FOR KNOLLWOOD LEGACY APARTMENTS FROM WAB HOLDINGS KWL LLC TO OLD NATIONAL BANK. Seconded by Alderman Mayer. All voted Aye; motion carried.
- RES. 2020-7651 OFF-SITE PUBLIC WATER SYSTEM G.6. Alderman Nelson moved to adopt Resolution No. 2020-7651, A RESOLUTION TO ACCEPT OFF-SITE PUBLIC WATER SYSTEM FOR TAX INCREMENT DISTRICT NO. 6 PUBLIC IMPROVEMENTS AND RYAN MEADOWS SUBDIVISION. Seconded by Alderman Dandrea. All voted Aye; motion carried.
- DRAINAGE TILE S. 116TH ST. G.7. Alderman Nelson moved to authorize execution of an agreement to install underground drainage tile at 8930 South 116th Street (TKN 845-9996-000) and 8956 South 116th Street (TKN 845-9997-001), pending legal assistance on finalizing the agreement. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.
- RES. 2020-7652 RES. 2020-7653 WATER MAIN EASEMENT SOUTHBROOK CHURCH G.8. Alderman Nelson moved to adopt Resolution No. 2020-7652, A RESOLUTION TO VACATE WATER MAIN EASEMENT FOR SOUTHBROOK CHURCH, 11010 WEST ST. MARTINS ROAD (TKN 789-9967-012), in such form and content as approved by the City Attorney and City Engineer. Seconded by Alderman Barber. All voted Aye; motion carried.

Alderman Nelson moved to adopt Resolution No. 2020-7653, A RESOLUTION TO ACCEPT WATER MAIN EASEMENT FOR

SOUTHBROOK CHURCH, 11010 W. ST. MARTINS ROAD (TKN 789-9967-012), subject to corrections and/or technical changes by the City Attorney and City Engineer. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

ORD. 2020-2441
AMEND UDO
PDD 28, POLISH
COMMUNITY CENTER

G.9. Alderman Mayer moved to adopt Ordinance No. 2020-2441, AN ORDINANCE TO AMEND SECTION 15-3.01433 OF THE UNIFIED DEVELOPMENT ORDINANCE, PLANNED DEVELOPMENT DISTRICT NO. 28 (POLISH FESTIVALS, INC., POLISH COMMUNITY CENTER) TO ALLOW FOR ADDITIONAL PARKING AND TO EXTEND THE TIME FOR DEVELOPMENT COMPLETION (POLISH HERITAGE ALLIANCE, INC., APPLICANT/PROPERTY OWNER) (6941 SOUTH 68TH STREET). Seconded by Alderman Barber. All voted Aye; motion carried.

REMOTE MEETING
ATTENDANCE

G.10. Alderwoman Wilhelm moved to table to the Common Council meeting of August 4, 2020, An Ordinance to Amend the Municipal Code to Provide for Common Council, Boards', Commissions' and Committees' Members, Applicants', and the Public Remote Government Meetings Attendance. Seconded by Alderman Barber. All voted Aye; motion carried.

SIDEWALK W. LOOMIS
RD./W. ST. MARTINS
RD./W. RAWSON AVE.

G.11. Alderwoman Wilhelm moved to authorize Staff to move forward with the trail notification to the Wisconsin Department of Transportation along West Loomis Road from West St. Martins Road to West Rawson Avenue in the amount of \$466,000 with staff looking into the ability to use Impact Fees and/or Tax Increment Financing funding. Seconded by Alderman Nelson. All voted Aye; motion carried.

S. LOVERS LANE RD.
DESIGN PREFERENCES

G.12. Following the City Engineer's presentation on preference options to inform the Wisconsin Department of Transportation for design of South Lovers Lane (U.S. 45/STH 100) from West Rawson Avenue (CTH BB) to West College Avenue, Alderman Nelson moved to request that the Wisconsin Department of Transportation include a full lighting package from W. College Avenue to W. Rawson Avenue at a cost of approximately \$150,000 (\$75,000 estimate for the local share). Seconded by Alderman Dandrea. All voted Aye; motion carried.

Alderman Nelson moved to request that the Wisconsin Department of Transportation include street lighting upgrade using Context-Sensitive Solution (CSS) funds for decorative lighting to match lighting in the Hales Corners project recently completed. Seconded by Alderman Dandrea. All voted Aye; motion carried.

Alderman Nelson moved to direct Staff to survey affected property owners for input in a recommendation to Wisconsin Department of Transportation on a preferred option for the east frontage road between West Herda Place and South Phyllis Lane. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

Alderman Nelson moved to adopt Option A as outlined on the Council action sheet included in the packet for this meeting, with the changes approved by motion and referenced by the City Engineer without having a motion earlier at this meeting. Seconded by Alderman Dandrea. All voted Aye; motion carried.

COVID-19
EXP. UPDATE

G.13. No action was taken on the update of COVID-19 expenditures.

TEMP. HELP
FINANCE DEPT.

G.14. Alderwoman Wilhelm motion to authorize the engagement of a temporary contract service to fill the Accounting Supervisor position while the current Accounting Supervisor is on an 8-week medical leave. Seconded by Alderman Barber. All voted Aye; motion carried.

ANNUAL MARKET
ADJUSTMENT TO PAY
RANGES

G.15. Alderman Barber motion to approve a 2020 Annual Market Adjustment to the Pay Ranges for the Compensation Plan and a Market Adjustment to Wage and Salary Rates, both by 2%, along with a Progress to Market Wage Adjustment, for non-represented employees effective with the start of the pay period with a pay date of July 17, 2020, and authorize Human Resources to incorporate the new Salary Ranges into the Employee Handbook. Seconded by Alderwoman Hanneman. On roll call, all voted Aye. Motion carried.

LICENSES AND
PERMITS

H. Alderman Nelson moved to approve the following license recommendations for the License Committee meeting of July 21, 2020:

Hold for appearance the Operators' License applications of Heather M Borger, 511 Montana Ave., South Milwaukee; Shannon P Miller, W124S8236 North Cape Rd., Muskego; Allison M Planton, 14900 W Wilbur Dr., Unit 1204, New Berlin; Daniel T Rodriguez, 8014 W Hilltop Ln., Franklin; Joseph A Soltis, 4155 S Lake Dr., Apt #22, St. Francis.

Grant 2020-2021 Operator licenses to: Charles H Raine, 6435 Lyra Ln., Racine; Nicholas B Savarino, S69W15031 Cornell Cir., Muskego; Angela M Damask, 964 S 57th St., West Allis; Megan E

Dauenhauer (with a warning letter from the City Clerk), 411 W Swan Circle #2914, Oak Creek; David F Goehring, 8017 S 57th St.; Colin P Kosidowski, 14670 W Meadowshire Dr., New Berlin; Megan E Lacina, 8067 S 43rd St.; Lee Ann Meier, 7499 S North Cape Rd.; Sean P Moran, 2550 S Brookland Rd., New Berlin; Craig A Pescheck, 7155 S 49th St.; Danielle M Sancinati, 4738 S 112th St., Greenfield; Mahakrpeet Singh, 7325 S 38th St., Franklin; Austin J Weber, 3276 N Shepard Ave., Milwaukee.

Withdrawn at this time: Temporary Entertainment & Amusement to: Root River Center, David Church, Volleyball Tournament and Band on Saturday August 1, 2020; Root River Center, David Church, Band for Fundraiser on Sunday August 16, 2020; Federation of Croatian Societies-Croatian Park Croatian Festival, Thomas Krenz, for their event on Saturday July 18, 2020.

Hold until next meeting Temporary Class B Beer and Wine for Change in Date to: St. Paul's Evangelical Lutheran Church, 6881 S. 51st St., 2020 Fundraiser Silent/Live Auction, New Date of Event September 26, 2020; Romey's Place, Nate Fabry, for their event on Saturday September 5, 2020.

Seconded by Alderman Barber. All voted Aye; motion carried.

VOUCHERS AND
PAYROLL

- I. Alderman Barber moved to approve the following:
City vouchers with an ending date of July 16, 2020 in the amount of \$1,060,087.41; and Payroll dated July 17, 2020 in the amount of \$417,636.10 and payments of the various payroll deductions in the amount of \$238, 688.36 plus City matching payments; and Estimated payroll dated July 31, 2020 in the amount of \$416,000 and payments of the various payroll deductions in the amount of \$455,000.00 plus City matching payments. Seconded by Alderman Nelson. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

- J. Alderman Nelson moved to adjourn the meeting at 7:50 p.m. Seconded by Alderman Barber. All voted Aye; motion carried.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE August 4, 2020
REPORTS & RECOMMENDATIONS	Project Updates for Ballpark Commons	ITEM NUMBER <i>6.1.</i>

Representatives from Ballpark Commons will present an update on the development.

COUNCIL ACTION REQUESTED

No action requested. This report is only for providing updates on the Ballpark Commons project.

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<p>APPROVAL</p> <p><i>JH</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>August 4, 2020</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin; letter regarding termination of agreement</p>	<p>ITEM NUMBER</p> <p>G.2.</p>

An agreement regarding the above was approved by the Common Council at its meeting on February 17, 2020, and a redraft thereof in lieu of and/or to replace the same was approved by the Common Council at its meeting on June 2, 2020. Annexed hereto is a copy of an email and letter regarding termination of the agreement sent by the Franklin Chief of Police on July 23, 2020. Also annexed hereto are a copy of the executed agreement and documents referenced and incorporated therein. Finally annexed hereto is a copy of a Milwaukee Journal Sentinel news article published July 27, 2020 and updated July 28, 2020 regarding the subject matter.

COUNCIL ACTION REQUESTED

A motion to approve the letter regarding termination of the Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin, sent by the City of Franklin Chief of Police on July 23, 2020, and the ratification thereof, with the authorization hereby granted to the Chief of Police to reinstate such Agreement and its terms and provisions and the services to be provided thereunder in the event the City of Milwaukee timely cures the compliance and performance subject matter of the letter regarding termination, and to notify the City of Milwaukee of this Common Council action;

or

such other action as the Common Council may deem appropriate.

DNC Convention: Termination of MOU

From: Rick Oliva <ROliva@franklinwi.gov>

Subject: RE: DNC Convention: Termination of MOU

Date: July 23, 2020 at 8:52:35 AM CDT

To: "Morales, Alfonso" <AMORAL@milwaukee.gov>, "mayor@milwaukee.gov" <mayor@milwaukee.gov>, "fpc@milwaukee.gov" <fpc@milwaukee.gov>, "ahamil@milwaukee.gov" <ahamil@milwaukee.gov>

Cc: Jesse Wesolowski <jweslaw@aol.com>, "Kline, Thomas" <tkline@milwaukee.gov>, "Harris, Derrick - MPD" <DHARRI@milwaukee.gov>, "Steve Olson" <Solson@franklinwi.gov>, "Schanning, Mary" <mschan@milwaukee.gov>

Please see attached letter regarding the termination of agreement to send Franklin Police Officers to assist at the DNC.

Rick Oliva
Chief of Police
Franklin Police Department
9455 W. Loomis Road
Franklin, WI 53132
(414) 425-2522
police.franklinwi.gov

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City of Franklin Police Department

Chief of Police Rick Oliva

July 23, 2020

Chief Alfonso Morales:

This is to inform you due to recent decisions by Milwaukee elected and appointed officials, the City of Franklin Police Department will not be supplying personnel to assist at the Democratic National Convention.

It is apparent there is a lack of commitment to provide the Milwaukee Police Department with the resources it needs to ensure the safety of peaceful protesters, attendees, citizens and police personnel. I can not send personnel if they are not properly equipped or will not be allowed to engage in appropriate actions which would ensure their safety.

In the agreement we entered into with the City of Milwaukee, under Section 14.2.3, Early Termination, we can terminate the Agreement if the City *"fails to comply with or perform any material term, condition or obligation contained in the Agreement ."*

As an attachment to the Agreement, the City of Milwaukee states MPD SOP 910, Civil Disturbance and Crowd Control Management will be followed Section 910 15 C 1 GENERAL CROWD RESPONSE states. Officers shall be deployed to monitor crowd activity *"Sufficient resources to handle multiple unruly persons shall be available...."*. Section 910 15 B 4. states in part. *"The primary objectives of the IC at a civil disturbance are to accomplish the following*

- a Protect persons, regardless of their participation in the disturbance,*
- b. Disperse disorderly or threatening crowds in order to eliminate the immediate risks of continued escalation and further violence*
- c Arrest law violators, including those responsible for property damage, and remove or isolate persons inciting violent behavior."*

As reported statements from members of the Milwaukee Common Council and Milwaukee Fire and Police Commission indicates an intent to restrict appropriate crowd control measures, we are terminating the agreement.

Chief Rick Oliva

Franklin Police Department

CC: Mayor Tom Barrett

Milwaukee Common Council President Ashanti Hamilton

Milwaukee Fire and Police Commission



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

City of Franklin

This Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin is made as of JUNE 5, 2020, (the "Effective Date") by and between the City of Milwaukee, Wisconsin ("City") and the City of Franklin (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.html#.XMHwordKiUk>.

"Convention" means the 2020 Democratic National Convention scheduled to take place from August 17 to 20, 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 August 14, 2020 through August 21, 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 August 17 to 20, 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 the City of Franklin, 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 June 1, 2020. Agency shall disseminate those City MPD Policies to Agency Personnel. City MFD shall train Agency Personnel on those City MPD Policies at the start of 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. At this time, it is anticipated that all training will occur during the Convention Security Period when Agency Personnel are in Milwaukee. Any training that occurs prior to the Convention Security Period shall be at Agency's cost unless specifically identified as required training by City MPD In Writing.

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 within 10 days of signing this Agreement or by June 1, 2020, whichever occurs later. 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, a device that contains oleoresin of capsicum, an electronic control device, 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 June 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 July 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. Any costs incurred by Agency prior to receiving pre-approval pursuant to subsection 7.1.1. 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 also considered to be working when they are being transported to the Convention Facility to which they are assigned before and after their shift in a vehicle authorized by the City MPD. 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 meeting place for City MPD transportation of Agency Personnel 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 a reasonable amount of any due payment until 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. [Intentionally Omitted]

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 provided to Agency by June 1, 2020, and is incorporated into this Agreement by reference. 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 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 shall reimburse Agency for those expenses to the extent required by state law.

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 Indemnification. The City shall indemnify Agency Personnel for liability to third parties incurred while Agency Personnel are acting within the scope of their employment to fulfill the terms of this Agreement to the extent required by Sec. 66.0313, Wis. Stats.

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, City shall pay Agency for any costs actually and already incurred pursuant to Section 7. City may withhold payment of costs for any particular Agency Personnel if that Agency Personnel receives training from City MPD and 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 or Agency Personnel 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 May 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 on or after May 1, 2020, only upon the occurrence of an Agency Emergency Event, including continuation

of emergency orders in Agency's jurisdiction related to the COVID-19, or coronavirus, pandemic. If Agency terminates prior to the Convention Security Period, Agency shall fully refund to City all costs, funds, or other payments that the City may have paid to Agency pursuant to this Agreement. If Agency terminates during the Convention Security Period, City shall pay to Agency only those costs, funds, or other payments for work performed by Agency prior to the moment of termination.

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.

14.2.4. Despite the language in this section about refunding of costs, funds or other payments made by City to Agency, it is not expected that there will be any costs, funds or other payments made to Agency prior to the Convention Security Period.

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: Chief Richard Oliva
City of Franklin Police Department
9455 West Loomis Road
Franklin, Wisconsin 53132
ROliva@franklinwi.gov

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.

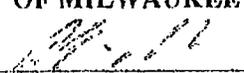
17.8. Counterparts. This Agreement may be executed in multiple parts. Signatures to this Agreement transmitted by facsimile or by electronic mail shall be valid and effective to bind the Party so signing.

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



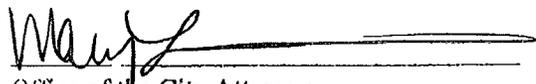
Alfonso Morales, Chief of Police
Dated this _____ day of JUN 23 2020, 2020.

61 

Aycha Sawa, City Comptroller *AR*
Dated this 9 day of July, 2020

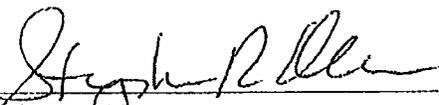
Authorizing Resolution 191193 & 191826

Approved as to Form and Execution:



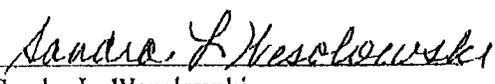
Office of the City Attorney
Dated this 10 day of July, 2020.

CITY OF FRANKLIN

By: 

Stephen R. Olson

Its: Mayor

By: 

Sandra L. Wesolowski

Its: City Clerk

Dated this 5th day of June, 2020.



Exhibit B

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

Exhibit C

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



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.				\$	\$	\$
<p>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.</p> <p>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.</p> <p>c. Final payroll costs submitted with reimbursement request (Reimbursement of Personnel Costs Worksheet – Outside Agencies and Reimbursement Request Form)</p>	Pension Rate	0.00%				
	FICA Rate	0.00%				
	Medicare Rate	0.00%				
	Other Benefits Rate	0.00%				
	Total Fringe	\$ -				
Total Wages	\$ -					

Food Per Diem Costs (Travel Days only)				
Meals Travel days will be paid at 75% as stipulated by federal regulations. https://www.gsa.gov/travel/plan-book/per-diem-rates	Number of Officers	Number of Days (Combine To and From Prorated)	Federal Per Diem Food Rate (Travel Days)	Total Cost
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)				
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.	Number of Officers	Number of Tickets	Average Airfare Price (Per Round Trip)	Total Cost
			\$	\$
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/privately-owned-vehicle-pov-mileage-reimbursement-rates a. Motorcycles \$0.545/mile This includes fuel b. Private Vehicles \$0.575/mile – This includes fuel c. Gov't Owned Vehicles \$0.17/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)		
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	Description of Additional Cost	Amount of Total Cost
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

Bryan Rynders 414 286-8524	Rhonda Kelsey 414 286-3639
Dennis Yaccarino 414 286 8552	Andrea Fowler 414 286-5563

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):	



MILWAUKEE POLICE DEPARTMENT

STANDARD OPERATING PROCEDURE

910 - CIVIL DISTURBANCE AND CROWD MANAGEMENT

GENERAL ORDER: 2020-15
ISSUED: March 16, 2020

EFFECTIVE: March 16, 2020

REVIEW/APPROVED BY:
Assistant Chief Regina Howard
DATE: March 5, 2020

ACTION: Creates SOP

WILEAG STANDARD(S): 13.1.1

910.00 PURPOSE (WILEAG 13.1.1)

The purpose of this standard operating procedure is to establish guidelines for managing crowds, protecting individual rights, and preserving the peace during demonstrations and civil disturbances.

910.05 POLICY (WILEAG 13.1.1)

It is the policy of the Milwaukee Police Department to protect individual rights related to assembly and free speech, effectively manage crowds to prevent loss of life, injury, or property damage and minimize disruptions to persons who are uninvolved.

910.10 DEFINITIONS

A. CIVIL DISOBEDIENCE

The refusal to obey laws in an effort to affect change and/or express a view point characterized by using passive resistance or other nonviolent means.

B. CIVIL DISORDER

Group acts of violence and/or disorder prejudicial to public safety, law, and good order.

C. CIVIL DISTURBANCE

An unlawful assembly that constitutes a breach of the peace or any assembly of persons where there is potential of imminent danger of collective violence, destruction of property, or other unlawful acts. These are typically, but not always, spontaneous occurrences requiring the emergency mobilization of police forces and related emergency services.

D. CROWD CONTROL

Techniques used to address civil disturbances, to include a show of force, crowd containment, dispersal equipment and tactics, and preparations for multiple arrests

E. CROWD MANAGEMENT

Techniques used to manage lawful assemblies before, during, and after the event for the purpose of maintaining their lawful status through event planning, pre-event contact with event organizers, issuance of permits when applicable, information gathering, personnel training and other means.

F. DEMONSTRATION

A lawful assembly of persons organized primarily to engage in free speech activity. These may be scheduled events that allow for law enforcement planning. They include, but are not limited to, marches, protests, and other assemblies intended to attract attention. Lawful demonstrations can devolve into civil disturbances that necessitate enforcement action.

G. FIELD OPERATIONS COMMANDER

The individual who has overall command of all field resources and is responsible for execution of the deployment plan. This individual carries out the orders and directives of the incident commander and coordinates with supervisory personnel assigned to the deployment.

H. INCIDENT COMMAND

The Incident Command System organizational element responsible for overall management of the incident and consisting of the incident commander (either single or unified command structure) and any assigned supporting staff.

I. INCIDENT COMMANDER (IC)

The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and the release of resources. The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site.

J. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)

A set of principles that provides a systematic, proactive approach guiding government agencies at all levels, nongovernmental organizations, and the private sector to work seamlessly to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity, in order to reduce the loss of life or property and harm to the environment.

K. PEACEFUL DEMONSTRATION

A gathering of people expressing a position in a cooperative manner without violation of the law.

L. RIOT

A violent and out of control disturbance of the public peace by a statutorily defined number of people in violation of the laws of Wisconsin. Members shall refer to the *MPD Quick Reference Guide to Protect Peaceful Assembly* (form PP-3), which provides members with guidance regarding the applicable amendments to the United States Constitution and Milwaukee City Ordinances related to riots and unlawful assemblies.

910.15 PROCEDURES (WILEAG 13.1.1)

A. PREPARATION AND PLANNING

1. The Fusion Division shall make every effort to make advance contact with event organizers and to gather the following necessary information about the event to ensure accurate assignment of personnel and resources:
 - a. What type of event is involved?
 - b. When is it planned?
 - c. Will the event coincide with other routine, large scale events (e.g. sporting events)?
 - d. Is opposition to the event expected?
 - e. How many participants are expected?
 - f. What are the assembly areas and movement routes?
 - g. What actions, activities, or tactics are anticipated, to include use of demonstrator devices designed to thwart arrest?
 - h. What critical infrastructures are in the proximity of the event?
 - i. The Fusion Division shall check with Tactical Planning and Logistics and ascertain if permits have been issued.
 - j. What is the history of conduct at such events?
 - k. During the event a member of the Fusion Division shall be assigned to the CP giving real time updates to the IC. The Fusion Division shall monitor social media for additional information regarding the event.
 - l. The Fusion Division shall provide the IC of photos of known agitators.
 - m. Are event organizers cooperative?
 - n. Who are the potential counter-protest groups?

15. Arrestee processing areas;
16. Any laws, ordinances, or administrative rules specific to the event;
17. Have other agencies such as fire and EMS been notified?;
18. Is there a need to request mutual aid?;
19. Has the appropriate level of properly equipped personnel been allocated to ensure safety of bystanders, officers, and demonstrators?; and
20. Will off-duty personnel be required?

B. MANAGEMENT AND ORGANIZATION PRINCIPLES

1. Government may impose reasonable restrictions on time, place, and manner in which persons assemble and engage in free speech activity. The Milwaukee Police Department shall place only those limitations and restrictions on demonstrations necessary to maintain public safety, preserve order and to the degree possible, facilitate uninhibited speech, commerce and freedom of movement.
2. An Incident Command System (ICS) shall be used in crowd management and civil disturbances to ensure control and unified command.
3. Organization of responsibilities shall be as follows:
 - a. The Chief of Police, or designee, shall designate an incident commander (IC) responsible for overall control of a demonstration or civil disturbance.
 - b. The IC shall implement the written action plan.
 - c. In the case of a widely dispersed demonstration or disturbance, or event with multiple locations, multiple ICs may be assigned at the discretion of the Chief of Police, or designee.
 - d. The IC shall be responsible for preparing operational plans and management details associated with planned demonstrations.
4. The primary objectives of the IC at a civil disturbance are to accomplish the following:
 - a. Protect persons, regardless of their participation in the disturbance;.
 - b. Disperse disorderly or threatening crowds in order to eliminate the immediate risks of continued escalation and further violence.
 - c. Arrest law violators, including those responsible for property damage, and remove or isolate persons inciting violent behavior.

5. Supervisors and officers shall be briefed on what to expect and appropriate responses. The IC, or his or her designee(s), shall be responsible for ordering any response deemed appropriate.
(WILEAG 13.1.1.1, 13.1.1.2)

C. GENERAL CROWD RESPONSE

1. Officers shall be deployed to monitor crowd activity. Sufficient resources to handle multiple unruly persons shall be available, depending on the fluidity of the situation and degree of actual or likely disruption.
2. Uniformed personnel shall wear their badges, nameplates or Major Incident Response Team (MIRT) identification numbers in a visible location on their person at all times.
3. Officers shall be positioned in such a manner as to minimize contact with the assembled crowds.
4. Officers should avoid engaging in conversations related to the demonstration with attendees, refrain from reacting in response to comments from demonstrators, and maintain a courteous and neutral demeanor.
5. Persons who reside, are employed, or have emergency business within the area marked off by a police line shall not be prevented from entering the area unless circumstances suggest that their safety would be in jeopardy or their entry would interfere with law enforcement operations.
6. The field supervisors designated by the IC should establish and maintain communication with event organizers and relay information on crowd mood to the IC.
7. Supervisors shall maintain close contact with their assigned officers to ensure compliance with orders, monitor behavior and disposition, and ensure that they are aware of any changes in crowd behavior or intent.
8. Audio and video recording of the department crowd response should be considered for evidentiary purposes.
9. Mass arrests shall be avoided, unless necessary.
10. Officers shall ensure that a means of egress for all individuals is present at all times.
(WILEAG 13.1.1 1)

D. SPONTANEOUS EVENTS OR INCIDENTS

The department must quickly restore order, prevent incidents from escalating, protect innocent citizens and isolate the incident. The National Incident Command System (ICS) shall be followed in responding to spontaneous events.

1. The first officer to arrive on the scene of a spontaneous civil disturbance shall:
 - a. Observe the situation from a safe distance to determine if the gathering is currently or potentially violent;
 - b. Notify the Technical Communications Division of the nature and seriousness of the disturbance, particularly the availability of improvised or deadly weapons, the location and estimated number of participants, current activities (e.g., blocking traffic), direction of movement, and ingress and egress routes for emergency vehicles;
 - c. Request the assistance of a supervisor and necessary backup;
 - d. Attempt to identify crowd leaders and agitators engaged in criminal acts; and
 - e. At the first available opportunity, request the crowd to voluntarily disperse.
2. The first officer or supervisor in charge at the scene shall:
 - a. Deploy officers at vantage points to report on crowd actions;
 - b. Establish a perimeter sufficient to contain the disturbance and prohibit entrance into the affected area;
 - c. Ensure that, to the degree possible, uninvolved civilians are evacuated from the immediate area of the disturbance;
 - d. Establish a temporary command post;
 - e. Provide ongoing assessment to the Technical Communications Division.
 - f. Move and reroute pedestrian and vehicular traffic around the disorder.
 - g. Control unauthorized ingress and egress by participants.
 - h. Prevent attempts to assist or reinforce participants.
3. The IC shall also ensure that:
 - a. Adequate security is provided to fire and EMS personnel in the performance of emergency tasks;
 - b. Support and relief of personnel are available;
 - c. A secure staging area for emergency responders and equipment is designated;
 - d. Public Relations shall establish staging points for media representatives and provide available information as appropriate;

- e. The Technical Communications Division (TCD) shall make sure the event is logged in CAD for documenting activities and actions taken during the course of the incident;
- f. Photographic or video evidence is preserved, in accordance with applicable law and department policy, of crowd actions and officer response;
- g. Photographs or videos are taken of any injuries sustained by law enforcement officers; and
- h. The need for full mobilization of MIRT officers and the recall of off-duty MIRT officers is determined.
(WILEAG 13.1.1.1, 13.1.1.5, 13.1.1.6)

E. USE OF FORCE

1. Officers shall follow all procedures set forth in SOP 460 Use of Force related to any uses of force.
2. Unless exigent circumstances justify immediate action, officers shall not independently make arrests or employ force without command authorization.
3. The following restrictions and limitations on the use of force shall be observed during demonstrations and civil disturbances. In all cases, weapons shall be carried and deployed only by trained and authorized officers:
 - a. Canine teams may respond as backup when appropriate but should not be deployed for crowd control (e.g., containment or dispersal). Canines should remain in patrol vehicles or other secure locations and, whenever reasonably possible, out of the view of the crowd. Canines may be deployed in appropriate circumstances related to bomb detection, pursuit of suspects in buildings, and related situations.
 - b. Horses may be used to contain, control, and direct groups in nonviolent demonstrations as appropriate. They should not be used against passively resistant demonstrators, including those who are sitting or lying down. Unless exigent circumstances exist, horses should not be utilized when the use of chemical agents is anticipated or deployed or in icy or snowy conditions or when similar lack of footing may jeopardize the animal, rider, or others.
 - c. Patrol vehicles may be used to contain, control, or direct persons as appropriate but shall not be intentionally brought into contact with them unless the use of deadly force is authorized.
 - d. Bicycles may be used to control and move persons as appropriate
 - e. Electronic control devices (ECDs) should be used during civil disturbances only for purposes of restraint or arrest of actively resistant individuals when alternative less forceful means of control are not available or are unsuitable and

only when the individual can be accurately targeted. ECDs shall not be fired indiscriminately into crowds.

- f. Oleoresin capsicum (OC) may be used, in accordance with SOP 465 Hand-Held Chemical Agent, against specific individuals engaged in unlawful conduct or actively resisting arrest, or as necessary in a defensive capacity when appropriate. OC spray shall not be used indiscriminately against groups of people where bystanders would be unreasonably affected, or against passively resistant individuals. High-volume OC delivery systems (such as MK-9 and MK-46) are designed for and may be used in civil disturbances against groups of people engaged in unlawful acts or endangering public safety and security when approved by the IC. Whenever reasonably possible, a warning should be issued prior to the use of these systems.
- g. A baton or similar device can be used as a defensive weapon; as a means of overcoming resistance (e.g., used in the two-hand horizontal thrust on a police line); to stop control, or neutralize perceived threatening resistance; as a show of force; or as a means to contain or disperse a crowd.
- h. All uses of force shall be reported and investigated in accordance with SOP 460 Use of Force.
(WILEAG 13.1.1.1)

F. CROWD DISPERSAL

1. Before ordering forced dispersal of a civil disturbance, the IC should determine whether lesser alternatives may be effective. These alternatives include the use of containment and dialogue, as follows:
 - a. Establish contact with event organizers or crowd leaders to assess their intentions and motivations and develop a mutually acceptable plan for de-escalation and dispersal.
 - b. Communicate to the participants that their assembly is in violation of the law and that the department wishes to resolve the incident peacefully, but that acts of violence will be dealt with swiftly and decisively.
 - c. Supervisors issuing dispersal orders shall do so in compliance with the *MPD Quick Reference Guide to Protect Peaceful Assembly* (form PP-3) as the member shall state, "I am (Rank, Name), a member of the Milwaukee Police Department, I hereby declare this assembly to be unlawful, and hereby order you to disperse. Refusal to disperse will be in violation of Milwaukee Code of Ordinances Section 105-1. If you do not disperse immediately you will be arrested."
 - d. Target specific violent or disruptive individuals for arrest.
2. Prior to issuing dispersal orders, in accordance with the *MPD Quick Reference Guide to Protect Peaceful Assembly* (form PP-3), the IC should ensure that all

potentially necessary law enforcement, fire, and EMS equipment and personnel are on hand to successfully carry out tactical operations and that logistical needs for making mass arrests are in place

3. When the IC has made a determination that crowd dispersal is required, he or she shall direct field supervisors, where time and circumstances permit, to issue warnings prior to taking action to disperse the crowd.
 - a. The warning shall consist of an announcement citing the offenses or violations being committed, an order to disperse in accordance with the *MPD Quick Reference Guide to Protect Peaceful Assembly* (form PP-3), and designated dispersal routes.
 - b. A second and a third warning shall be issued at reasonable time intervals before designated actions are taken to disperse the crowd.
 - c. Where possible, the warnings shall be audio using the Long Range Acoustic Device (LRAD) and documented in CAD.
4. Specific crowd dispersal tactics shall be ordered as necessary where the crowd does not heed warnings. These include, but are not limited to, any one or combination of the following:
 - a. Display of forceful presence to include police lines, combined with motorcycles, patrol vehicles, mounted patrol units, bicycle units, and mobile field forces;
 - b. Multiple simultaneous arrests;
 - c. Use of aerosol crowd control chemical agents upon the direction of the Chief of Police, or in the event the Chief of Police is unavailable, an assistant chief of police;
 - d. Law enforcement formations and the use of batons for forcing crowd movement.
(WILEAG 13.1 1.1, 13.1.1.6)

G. MASS ARREST

It is the policy of the department to avoid making mass arrests of persons when arrest avoidance is reasonable in the interests of safety and security. However, in a civil disturbance it may be necessary to make arrests of numerous individuals over a relatively short period of time. For this process to be handled efficiently, safely, and legally, the following shall be observed:

1. Mass arrests shall be conducted by designated squads. Arrests should be made by two-person teams. Members should not enter a crowd alone. If possible, limit the number of arrests to ensure that arresting members are able to recall specific facts for incident reports.

2. A mobile arrestee staging area shall be designated for holding arrestees after being arrested and while awaiting transportation.
3. District shift commanders shall ensure that adequate detention space will be made available in the district in which the incident is occurring.
4. The incident commander shall ensure that an arrest team is designated to process all arrestees and that an adequate number of vehicles are available for that purpose.
5. Arrest teams shall be advised of the basic offenses to be charged in all arrests, and all arrestees shall be advised of these charges.
6. Arrestees who are sitting or lying down but agree to walk shall be escorted to the transportation vehicle for processing. Two or more officers shall carry those who refuse to walk.
7. Arrestees shall be searched incident to arrest for weapons, evidence of the crime of arrest, and contraband.
8. Transporting officers shall not accept arrestees without a properly prepared *Arrest / Conveyance Card* (form PA-7) and shall ensure that all arrestee property is properly secured and transported with the arrestee.
9. Anyone who requests medical attention or is injured, to include arrestees, shall be provided medical attention. Photographs shall be taken of all known injuries.
(WILEAG 13.1.1.2)

H. DEACTIVATION

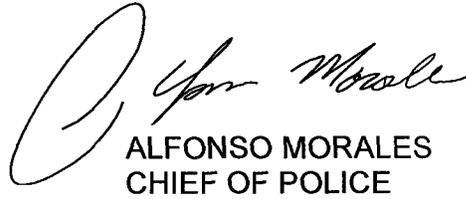
When the disturbance has been brought under control:

1. All personnel engaged in the incident shall be accounted for and an assessment and documentation made of personal injuries in accordance with SOP 010 Absence.
2. Witnesses, suspects, and others should be interviewed or questioned.
3. All necessary personnel shall be debriefed as required.
4. Any equipment utilized by officers should be replaced.
5. An after action report shall be completed as soon as possible after the incident. Comprehensive documentation should include the basis for the incident, the department's response to the incident, with a statement of impact to include the costs of equipment, personnel, and related items.

I. TRAINING

Officers should receive both initial and ongoing training on appropriate response to

crowd control and management. Joint training should also be conducted with all agencies who are involved in crowd management activities.



ALFONSO MORALES
CHIEF OF POLICE

AM mfk



MILWAUKEE POLICE DEPARTMENT

STANDARD OPERATING PROCEDURE

001 – FAIR AND IMPARTIAL POLICING

GENERAL ORDER: 2018-37
ISSUED: December 21, 2018

EFFECTIVE: December 21, 2018

REVIEWED/APPROVED BY:
Director Regina Howard
DATE: December 20, 2018

ACTION: Amends General Order 2014-105 (September 19, 2014)

WILEAG STANDARD(S): 1.7.8

001.00 PURPOSE

The work of our police members has a substantial and positive effect on crime and helps us pursue our mission of creating neighborhoods capable of sustaining civic life. We recognize that crime disproportionately impacts some of our neighborhoods, and police tactics, while proper and effective, can at times be perceived as frightening or alienating. An unfortunate paradox exists: the vulnerable neighborhoods most in need of police services are often inhabited by residents who sometimes feel unfairly targeted by police. We must be aware that the way our authority is used is equally as important as the result of its use.

To that end, this policy is intended to reaffirm this department's commitment to fair and impartial policing, to clarify the circumstances in which officers can consider race, color, ethnicity, national origin, economic status, sexual orientation, gender identity or expression, age, gender, religion, limited English proficiency, disability, and housing status when making law enforcement decisions, and to reinforce procedures that serve to ensure the public that we are providing service and enforcing laws in an equitable way.

001.05 POLICY (WILEAG 1.7.8)

Police members shall not rely to any degree on an individual's race, color, ethnicity, national origin, economic status, sexual orientation, gender identity or expression, age, gender, religion, limited English proficiency, disability, or housing status in carrying out law enforcement activities except when credible, locally relevant information links a person or people of specific characteristics/status, as listed above, to a specific unlawful incident, or to specific unlawful incidents, criminal patterns, or schemes. This restriction on the use of race/ethnicity does not apply to law enforcement activities solely designed to strengthen the department's relationship with a diverse community.

(WILEAG 1.7.8.2)

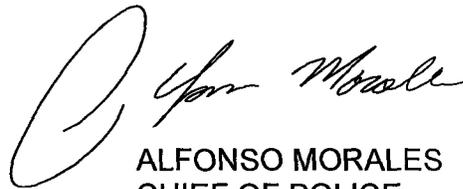
Note: Biased based profiling by our police members is prohibited and is defined as the following: Police-initiated action that relies to any degree upon common traits associated with belonging to a certain group; such as race, color, ethnicity, national origin, ancestry, age, gender, gender identity or expression, sexual orientation, religion, marital status, economic status, disability, political affiliation, cultural group, limited English proficiency, disability, housing status or any other identifiable characteristics of an individual rather than the behavior of that individual, or credible information that leads the

police to a particular individual who has been identified as being engaged in or having been engaged in criminal activity.

(WILEAG 1.7.8.1)

Police members may use common traits as listed above in selecting whom they stop, when a person matches the specific description of an individual who is suspected of engaging in criminal behavior based on credible evidence.

(WILEAG 1.7.8 2)



ALFONSO MORALES
CHIEF OF POLICE

AM mfk



MILWAUKEE POLICE DEPARTMENT

STANDARD OPERATING PROCEDURE

117 – INTERACTIONS WITH TRANSGENDER, INTERSEX, AND/OR GENDER NON-CONFORMING (TIGN) PERSONS

GENERAL ORDER: 2018-16
ISSUED: May 23, 2018

EFFECTIVE: May 23, 2018

REVIEWED/APPROVED BY:
Director Regina Howard
DATE: May 9, 2018

ACTION: Rescinds and Recreates General Order 2016-56 (October 10, 2016)

WILEAG STANDARD(S): NONE

117.00 PURPOSE

The purpose of this standard operating procedure is to establish the department's policy, procedures and responsibilities for interactions with transgender, intersex, and/or gender non-conforming (TIGN) persons.

117.05 POLICY

It is the policy of the Milwaukee Police Department to treat all persons with the courtesy and dignity that is inherently due to every person as a human being. Members shall not exhibit any bias, prejudice or discriminate against any individual or group based on their actual or perceived sexual orientation, gender, or gender identity/expression.

117.10 DEFINITIONS

A. GENDER EXPRESSION

External manifestations of gender; frequently expressed through one's name, pronouns, clothing, haircut, behavior, voice, or body characteristics.

B. GENDER IDENTITY

An individual's internal deeply held sense of gender. Unlike gender expression, gender identity is not visible to others.

C. GENDER NON-CONFORMING

Gender expression that does not conform to cultural norms, such as traditional notions of masculinity or femininity.

D. GOVERNMENT-ISSUED IDENTIFICATION CARD

This shall only include a Wisconsin operator's license or identification card, a city of Milwaukee municipal identification card, a passport or passport card, or state or federal government issued identification card.

Note: Members should be aware the Milwaukee municipal identification card may include other gender markers, such as the non-binary gender marker (signified with an "X") or non-disclosed / other gender mark (signified

with a “-“). Other state and local governments (including Oregon, California, the District of Columbia, etc.) also include gender markers other than male or female.

E. INTERSEX INDIVIDUALS

An umbrella term used to describe a wide range of natural bodily variations. Intersex people are born with a reproductive or sexual anatomy and/or chromosome pattern that does not seem to fit typical definitions of "male" or "female." In some cases, intersex traits are visible at birth, while in others they are not apparent until puberty. Some intersex variations may not be visibly apparent at all. People with intersex conditions should not be assumed to be transgender. The term "hermaphrodite" is an offensive and out-of-date term that should not be used.

F. SEXUAL ORIENTATION

A term describing a person's attraction to members of the same sex and/or a different sex, often termed lesbian, gay, bisexual, heterosexual, pansexual or asexual.

G. TRANSGENDER

A term for people whose gender identity, expression, or behavior is different from those typically associated with their assigned sex at birth. "Trans" is shorthand for "transgender." Transgender is correctly used as an adjective, not a noun, thus "transgender people" is appropriate but "transgenders" is often viewed as disrespectful.

117.15 PROCEDURE FOR TREATMENT OF TIGN POPULATION

- A. If an individual self identifies as TIGN, members shall respect the expressed gender and use pronouns that are appropriate for the individual's gender presentation or the person's pronoun of choice (e.g., "she, her, hers"; "he, him, his"; or "they, them.").
- B. When requested, members shall address the individual by the name based on their gender identity rather than the name that appears on their government issued identification. Members should be aware that individuals' names may change between one interaction and the next and should use the name currently used by individuals.
- C. When a situation arises that involves the need to clarify gender identification, the member shall respectfully and discreetly inquire as to how the individual wishes to be addressed (e.g., sir, miss, ms.) and the name by which the individual wishes to be addressed. This name shall be documented as an alias if it differs from the individual's legal name. The member may also ask, "What are your pronouns?" to clarify the preference for use of she, he, they, or them.
- D. Members shall not, unless legally necessary (e.g., processing an arrest), require proof of an individual's gender or challenge an individual's gender identity/expression.
- E. TIGN individuals who present a gender or name that differs from the gender and/or

gender marker or name on their identification documents or in official databases typically may be expressing their gender identity. Therefore, TIGN individuals should not be presumed to have knowingly misrepresented information concerning name or gender and should not be arrested for obstruction solely on that basis.

Note: If the TIGN individual presents a different gender marker or name from the gender marker or name on their identification documents or in official databases, the member shall complete a field interview card in accordance with SOP 085 (Citizen Contacts, Field Interviews, and Search and Seizure). The member shall ensure the TIGN individual's preferred gender marker and/or name is included in the narrative field of the TriTech Field Interview module.

- F. Members shall not request an individual during a field encounter to remove appearance related items such as wigs or clothing that conveys gender identity unless there is an articulable and specific law enforcement reason to do so.
- G. Members shall not make assumptions regarding an individual's sexual orientation based on the individual's gender or gender identity/expression.
- H. Members shall not disclose an individual's gender identity or sexual orientation to other arrestees, members of the public, or other governmental personnel, absent a proper law enforcement purpose.
- I. Absent providing details regarding a pertinent criminal investigation, members shall not disclose to parents or guardians sensitive information they discover about a juvenile's gender identity, gender expression, or sexual orientation. This information shall be kept private so as to avoid placing the juvenile at increased risk for violence or rejection in the home and to allow the juvenile to choose whether to provide the information.

117.20 GUIDELINES FOR SEARCHES OF TIGN ARRESTEES

- A. When a member has reason to believe that an individual is TIGN and a frisk or search of that person is necessary, they will respectfully and in a professional manner ask the individual their preference with respect to the gender of the searching officer. The individual's search preference should be honored as long as no exigent circumstances exist that would require an immediate search.
- B. If an individual does not name a search preference, the individual's gender shall be classified as it appears on the individual's government-issued identification card or in official department databases and the search shall be conducted by a member of the same sex as the government-issued identification card or official department database designation.
- C. At least two officers should be present for these searches when possible. It is understood that the dynamic, fluid and emergent nature of some situations are such that immediate searches are necessary to preserve officer and public safety and to prevent the destruction of evidence. Accordingly, searches may be undertaken by any

officer where made necessary by these emergent conditions or the lack of availability of the officer of a specific gender.

- D. In the event that an arrestee objects to any element of this standard operating procedure, if they make claims regarding their gender that are not credible, are uncooperative, or do not have a government-issued identification card / do not appear in any official department databases and do not indicate a search preference, the member shall notify a supervisor prior to searching the arrestee. A supervisor shall make a determination based on the information available to them at the time.
- E. Members should be aware that the presence of needles may be indicative of prescribed hormone treatment and/or therapy and is not necessarily indicative of illegal drug possession, use, or drug paraphernalia.
- F. If it is imperative that an immediate search be conducted, members shall not endanger themselves or the public to comply with this section.

117.25 GENDER CLASSIFICATION GUIDELINES FOR TIGN INDIVIDUALS WHO HAVE BEEN ARRESTED

- A. An arrestee's gender shall be classified as it appears on the individual's government-issued identification card.
 - 1. For the purpose of listing gender on citations, arrest reports, and other official documentation, members shall use the designation listed on the individual's government-issued identification card.

Note: Members should be aware the Milwaukee municipal identification card may include other gender markers, such as the non-binary gender marker (signified with an "X") or non-disclosed / other gender mark (signified with a "-"). Other state and local governments (including Oregon, California, the District of Columbia, etc.) also include gender markers other than male or female. If the individual has a gender marker of "X" or "-," or a gender marker other than male or female listed on their identification card, the member shall respectfully ask the individual whether they most closely identify with male or female and use that for data entry of the individual's gender.

- 2. For the purpose of listing the name, members shall always enter the individual's name as it appears on their government-issued identification card. If the arrestee identifies himself or herself using a different name, that name shall be listed in the alias section on the arrest reports.
- B. In the event that a government-issued identification card is unavailable:
 - 1. If the member has established identification through official department databases, the name and gender from that identification shall be used. If the arrestee identifies himself or herself using a different name, that name shall be listed in the alias section on the arrest reports.

- 2 If no government identification is established through either a government-issued identification card or through official department databases the member shall respectfully ask the individual whether they most closely identify with male or female and use that for data entry of the individual's gender.
- C. When there is uncertainty regarding the appropriate classifications of an arrestee's gender or if the individual is not comfortable with either option or refuses to answer, a supervisor shall be consulted for further guidance on the appropriate classification.

117.30 DETENTION OF TIGN ARRESTEES

- A. Members transporting transgender, intersex, and/or gender non-conforming (TIGN) persons shall report the arrestee's gender identity and preferences to the municipal lockup or detention facility.
1. The booker shall document the TIGN individual's pronoun of choice (e.g., "she, her, hers"; "he, him, his"; or "they, them.") and gender marker preference in the narrative field in the Inform Jail System. Members shall share the arrestee's gender identity and preferences only with necessary personnel.
 2. All information concerning the arrestee's gender identity and preferences shall be passed on to subsequent shifts and to the municipal lockup facility or detention facility the arrestee is transferred to, if applicable.
- B. Booker requests to remove appearance-related items due to safety and security concerns (e.g., prosthetics, clothes of the presenting gender, wigs, cosmetic items) shall be consistent with SOP 090 Prisoners and Booking. TIGN arrestees shall not be asked to remove appearance-related items if non-TIGN arrestees are not required to do so.
- C. TIGN arrestees shall be asked by the booker where they would feel most safe before placement and every effort shall be made to ensure the individual is placed in the cellblock area consistent with their request. Unless the individual expresses a concern for their safety, the individual shall be housed in a cellblock area consistent with their gender identity.

Note: If the arrestee's preference for placement cannot be accommodated, the booker shall document the reason in the narrative field in the Inform Jail System.

- D. TIGN individuals shall receive the same standards of care as other individuals based on medical need, including needs related to hormone medications or therapy. Whenever a transgender individual expresses a need for medical attention, members shall handle the situation pursuant to SOP 090 Prisoners and Booking.



ALFONSO MORALES
CHIEF OF POLICE



MILWAUKEE POLICE DEPARTMENT

STANDARD OPERATING PROCEDURE

460 – USE OF FORCE

GENERAL ORDER: 2019-22
ISSUED: June 21, 2019

EFFECTIVE: June 21, 2019

REVIEWED/APPROVED BY:
Director Regina Howard
DATE: February 13, 2019

ACTION: Amends General Order 2015-17 (May 5, 2015)

WILEAG STANDARD(S): 5.1.1, 5.1.2, 5.1.3, 5.1.4, 5.2.1, 5.3.1, 5.3.2, 5.3.3

460.00 PURPOSE

The purpose of this procedure is to provide instructions for the proper use of force by police members, provide a fair and impartial review of use of force incidents, determine whether the actions of police members were justified, and to maintain public confidence in the Milwaukee Police Department.

460.05 POLICY

It is the policy of the Milwaukee Police Department that members hold the highest regard for the sanctity of human life, dignity, and liberty of all persons. It is the policy of the department to accomplish the department's mission with the cooperation of the public and with minimal reliance upon the use of physical force. Members shall only use the force necessary to perform their duties and in accordance with department policy.

460.10 DISTURBANCE RESOLUTION MODEL (WILEAG 5.1.2, 5.1.4)

It is the policy of the Milwaukee Police Department that all uses of force will comply with the state of Wisconsin Defense and Arrest Tactics (DAAT) Disturbance Resolution Model, Intervention Options, as outlined below:

A. APPROACH CONSIDERATIONS

Decision Making	Justification
	Desirability
Tactical Deployment	Control of distance
	Positioning (relative positioning / relative positioning with multiple subjects)
	Team Tactics
Tactical Evaluation	Threat Assessment Opportunities
	Officer/subject factors
	Special circumstances
	Level/stage/degree of stabilization

B. INTERVENTION OPTIONS

MODE	PURPOSE
Presence	To present a visible display of authority
Dialogue	To verbally persuade
Control Alternatives	To overcome passive resistance, active resistance, or their threat
Protective Alternatives	To overcome continued resistance, assaultive behavior, or their threats
Deadly Force	To stop the threat

1. Department authorized and issued less lethal weapons include an approved wooden baton, approved expandable baton, TASER™ X2 ECD, and MK-3 (small canister) and MK-4 (large canister) Oleoresin Capsicum.
 - a. Members shall refer to SOP 465 Hand Held Chemical Agent and SOP 467 Electronic Control Device regarding the use of Oleoresin Capsicum and electronic control devices, which are control alternatives.
 - b. The approved wooden baton and approved expandable baton are intermediate weapons under protective alternatives. The goal of using a baton is to impede a subject, preventing him or her from continuing resistive, assaultive, or otherwise dangerous behavior.
2. Department authorized and issued less lethal weapons issued to the Tactical Enforcement Unit include:
 - a. Launchers, chemical delivering systems, and hand delivered chemical grenades, which are control alternatives.
 - b. Hand held delivered impact munitions, weapon delivered impact munitions, distraction devices, weapon delivered chemical barricade ferret munitions, weapon delivered chemical muzzle blast munitions, and weapon delivered breaching rounds, which are protective alternatives.
 - c. Members shall refer to the Tactical Enforcement Unit SOI regarding the use of less lethal weapons issued to the Tactical Enforcement Unit.

C. FOLLOW-THROUGH CONSIDERATIONS

Stabilize	Application of restraints, if necessary
Monitor/Debrief	Maintain alertness (subject's condition, etc) / Communication (normalize scene)
Search	If appropriate
Escort	If necessary
Transport	If necessary
Turn over/Release	Removal of restraints, if necessary

Note: Police members shall be trained and qualified in the safe and proficient use of department authorized and issued firearms. Police members shall be required to qualify with a state certified department firearms instructor prior to being authorized to carry such firearms and shall be required to maintain their qualification in order to ensure continual safe and proficient firearm use. All sworn members shall receive a copy and demonstrate their understanding of this directive before being authorized to carry any firearm.
(WILEAG 5.1.2.2)

460.15 OBJECTIVE REASONABLENESS (WILEAG 5.1.1)

The use of force by a police member must be objectively reasonable. Police members

shall use only the force necessary to effectively maintain control of a situation and protect the safety of police members and the public. Objective reasonableness is judged from the perspective of a reasonable police member facing similar circumstances and is based on the totality of the facts known to the police member at the time the force was applied, along with the member's prior training and experience, without regard to the underlying intent or motivation of the police member.

460.20 AMOUNT OF FORCE (WILEAG 5.1.2, 5.1.3)

- A. Force that is intended or likely to cause great bodily harm or death, may only be used as a last resort:
1. If reasonable under all the circumstances then existing to prevent great bodily harm or death to the officer or a third party;
 2. When necessary to prevent a suspect's escape and the officer has probable cause to believe that the suspect presently poses a significant threat of great bodily harm or death to the officer or others;
(WILEAG 5.1.2.1)
 3. To kill an animal if the officer or another person is threatened with serious bodily harm by the animal or otherwise to provide for the safety of the general public; or
 4. To kill an animal that has been so badly injured that its destruction would prevent further suffering.
- B. Police members may draw or display their firearms in circumstances where they reasonably believe it may be necessary to use their firearm in the performance of their duties.
- C. The firing of warning shots is prohibited. When feasible, a verbal warning should be given prior to the use of force likely to cause great bodily harm or death.
- D. Police members shall not discharge their firearm at a person who presents a danger only to him or herself (e.g., attempted suicide).

460.25 DUTY TO INTERVENE

Any officer who personally observes another officer using force, which the observing officer believes to be beyond that which is objectively reasonable under the circumstances, shall reasonably attempt to intervene to prevent the use of such excessive force, if the observing officer is in a position to do so, and if any such intervention does not jeopardize safety. Any such intervening officer shall promptly report their observations, along with his/her own intervening actions to a supervisor. A failure to intervene in any unreasonable use of force, when there is an opportunity to do so, demonstrates a lack of courage, and a violation of the Code of Conduct.

460.30 DISCHARGE OF FIREARM INCIDENTS (WILEAG 5.3.3)**A. SHOOTING OF ANIMALS**

Whenever a police member shoots an animal and there is no personal injury or property damage, and all rounds are accounted for, the member's field supervisor shall conduct the use of force investigation and file the *Use of Force Report* in the AIM system, unless directed otherwise by higher authority. The supervisor shall indicate in the subject tab, the type of animal (e.g., dog, deer) and fill out the applicable subject details (e.g., injuries, photos, animal breed).

B. ACCIDENTAL / UNINTENTIONAL DISCHARGE

Whenever a police member accidentally or unintentionally discharges a firearm regardless of personal injury or property damage, the Criminal Investigation Bureau shift commander shall be notified and make the determination who shall be assigned to conduct the use of force investigation and file the *Use of Force Report*.

C. INTENTIONAL DISCHARGE

Whenever a police member intentionally discharges a firearm at a person (regardless of whether personal injury or property damage occurs), the member shall promptly notify his/her shift commander of such fact. The shift commander shall promptly notify the Criminal Investigation Bureau shift commander, who shall assign a police lieutenant to conduct the use of force investigation and file the *Use of Force Report*.

D. ASSIGNMENT TO ADMINISTRATIVE DUTY

Whenever a police member's actions or use of force results in death or great bodily harm to another, the member shall be placed on administrative duty pending an administrative review.

460.35 RESTRICTIONS ON DISCHARGING FIREARMS

- A. Discharging a firearm at or from a moving vehicle shall only be done in the following circumstances and only when all other reasonable alternatives have been exhausted or deemed unacceptable.
1. A police member shall not discharge a firearm at the driver or occupant(s) of a moving vehicle, or the vehicle itself, unless deadly physical force is being used against the police member or another person by means other than a moving vehicle, or, the moving vehicle poses an imminent and ongoing threat of substantial physical harm to the police member or another person from which there is no reasonable means to escape, and the risks are outweighed by the need to use deadly physical force. Once the threat of the moving vehicle ceases, a police member shall not discharge his or her firearm at the vehicle.
 2. Police members shall not intentionally place themselves to either the front or the rear of a moving vehicle's path. If they find themselves in danger from a moving vehicle, they shall attempt to move out of the way, if possible, rather than

discharge their firearm. Firing at a moving vehicle will not, in most circumstances, stop the vehicle. Further, should the driver be wounded or killed, the vehicle may still continue in motion.

3. A police member shall not discharge a firearm from a moving vehicle unless deadly physical force is being used against the police member or another person by means other than a moving vehicle (e.g., fired upon), and the risks are outweighed by the need to use deadly force.
4. Police members shall not reach into or place any part of their bodies inside a driver occupied vehicle during a traffic stop or field interview.

460.40 RENDERING FIRST AID FOLLOWING USE OF FORCE

Following the use of lethal or less lethal weapons, or other applications of force, members shall render or request medical aid, if needed or if requested by anyone, as soon as reasonably possible. This may include detecting obvious change in condition or behavior, clearing chemical agents from the eyes, providing first aid, evaluation by emergency medical services or immediate aid by medical professionals.

460.45 USE OF FORCE REPORT (PF) (WILEAG 5.2.1, 5.3.1, 5.3.2)

A. PURPOSE

The *Use of Force Report* is designed to document those incidents involving the use of force by department members as described herein. The report shall be completed by a supervisory officer of a higher rank than the member that used force, except for supervisors assigned to the Internal Affairs Division - Risk Management who can investigate and complete a *Use of Force Report* for any department member.

B. WHEN TO FILE REPORT

1. The *Use of Force Report* shall be completed by a supervisory officer when a department member:
 - a. Discharges a firearm except in a training situation or for lawful recreational purposes.
 - b. Uses a baton to strike a subject or animal in the line of duty.
 - c. Discharges an irritant, chemical, or inflammatory agent.
 - d. Deploys an electronic control device to include contact stun and probe deployment.
 - e. Department canine bites a person.

Note: This section does not apply when a department canine bites a person during a training session. If the department canine bites a

person during a training session, the bite shall be documented on a *Department Memorandum* (form PM-9E) and forwarded through the chain of command to the commanding officer of the Specialized Patrol Division.

- f. Forcible blood draws requiring use of force to obtain a sample where a subject claims injury or is injured as a result of police action.
- g. Uses bodily force that involves focused strikes, diffused strikes, or decentralizations to the ground.
- h. Uses any type of force in which a person is injured or claims injury, whether or not the injury is immediately visible.
(WILEAG 5.3.1.1, 5.3.1.2, 5.3.1.3, 5.3.1.4)

Note: When in doubt as to whether a use of force incident should be documented on a *Use of Force Report*, notify your shift commander or immediate supervisor for guidance and direction.

- 2. The supervisor responsible for filing a *Use of Force Report* shall obtain a number in the AIM system prior to securing from duty on the date in which the incident occurred. The member(s) and subject(s) names, date, time and location of the incident shall also be entered on the same date the number was generated.
- 3. In any situation which triggers the filing of a *Use of Force Report* photographs must be taken of the subject against whom force was used, to illustrate any injury or lack thereof.
- 4. The *Use of Force Report* is to be completed and tracked to the appropriate supervisor/shift commander within 3 days of the incident. A critical incident *Use of Force Report* shall be filed in accordance with section 460.45.
- 5. Each subsequent review by the shift commander/commanding officer shall be completed and tracked in an expeditious manner.
- 6. Reports shall be thoroughly completed and reviewed within thirty (30) days following the date on which the incident occurred and then tracked to the Internal Affairs Division - Risk Management.
- 7. The Internal Affairs Division - Risk Management shall review reports within fourteen (14) days following receipt from the commanding officer of that work location.

C. NOTIFICATION

- 1. Members using force as described in 460.45(B) shall, as soon as possible, notify their immediate supervisor. The supervisor shall determine if the use of force resulted in injury, great bodily harm, or death to a person.
- 2. Department members having knowledge of uses of force as described in 460.45(B)

shall as soon as possible also notify their immediate supervisor.

3. If the use of force resulted in great bodily harm or death to a person, or if injury was sustained as a result of the member's use of a firearm, the supervisor shall notify his/her shift commander. The shift commander shall then notify the Criminal Investigation Bureau shift commander.
4. Whenever a police member intentionally discharges a firearm at a person (regardless of whether personal injury or property damage occurs), the member shall promptly notify his/her shift commander of such fact. That shift commander shall promptly notify the Criminal Investigation Bureau shift commander.
5. All Other Types of Force

If the use of force did not involve great bodily harm or death to a person, but involved a use of force as otherwise listed above, the responding supervisor shall notify his/her shift commander. The shift commander may consult with the Criminal Investigation Bureau shift commander to determine if the field supervisor or a police lieutenant shall conduct the use of force investigation and complete the *Use of Force Report*. The Criminal Investigation Bureau shift commander shall assign a police lieutenant to investigate the more serious or complex use of force incidents.

D. SPECIFIC DIRECTIONS

Following are specific directions for completing the *Use of Force Report*:

1. General Information
 - a. Complete all fields (e.g., incident type, dates, times, address, and status).
 - b. The address, the location of the subject at the time the use of force was initiated, must be verified.
 - c. Details
 1. Indicate the location and lighting of the use of force.
 2. Indicate if video or audio was available and the name of the supervisor who reviewed the video. Supervisors shall attempt to obtain and review all video and/or audio recordings that may have captured the incident including video/audio from body worn cameras, mobile digital video / audio recording equipment, surveillance cameras, pole cameras, video obtained from citizens, etc. An electronic (CD/DVD) copy of any recovered video shall be forwarded to the Internal Affairs Division – Risk Management.
 3. Identify all citizen witnesses and include their name, sex, race, birth date, address, and phone number. For department members who are witnesses, complete only the name field using rank and name. For more than three witnesses, include all others in the notes/narrative section.

2. Subject

Identify the person who was the object of the use of force. If several people were the objects of the force in a single incident, enter all subjects under the subject tab and complete all subject details

3. Employees

Identify all members who used force in the incident by entering them under the employee tab and linking them to the subject(s). Complete all employee details, including use of force details. Members who were present, but did not use force, are to be included in the details-witness fields.

- a. Duty status: All members taking action in their official capacity are on duty. For the purpose of this report, indicate "Off Duty" if the member was off duty immediately prior to the incident.
- b. Number of officer(s): Indicate whether the member was assigned to a one-officer or two-officer unit at the time of the incident.
- c. Type of force used: Indicate the type(s) of force used (e.g., ECD, bodily force, firearm).
- d. Bodily force: Indicate yes or no. Identify through use of DAAT terminology the specific type of force employed, followed by a bodily force description. For example: compliance hold (pressure points, come-along); decentralization; focused strike (hand, forearm, kick); or diffused strike, etc.
- e. Baton: Indicate yes or no, the type, and the number of strikes.
- f. Irritant/chemical/inflammatory: Indicate yes or no, the type of substance used: CS gas, or OC, including the amount discharged and the distance discharged.
- g. Firearm: Indicate yes or no, the specific type of firearm used to include the make, model and serial number. Include the number of shots fired.
- h. Less lethal type: 12 gauge bean bag, Sage SL6 40MM.
- i. ECD: Indicate yes or no, number of cycles, and the serial number.
- j. TEU related: Indicate yes or no.
- k. Forced blood draw: Indicate yes or no. Include the description of the force used. See SOP 120.55.

4. Notes

- a. Describe in a detailed narrative the incident and events leading to the use of force.

- b. Statements shall be separately obtained and documented from the person the force was used against, from the officer(s) using force, and from all citizen and officer witnesses. An explanation of why there was no statement obtained from any of the aforementioned shall also be included.
- c. If the use of force resulted from a field interview, traffic stop, or other proactive activity, describe in detail the reasonable suspicion for the initial stop, pat-down, and/or search.
- d. Describe in detail any events captured by video and audio recordings (e.g., body worn cameras, mobile digital video / audio recording equipment, pole cameras, private surveillance cameras, video obtained from citizens). Supervisors shall include a time stamp(s) in their report indicating the specific times of significant events captured by video.

E. ADDITIONAL REPORTS AND INVESTIGATION

1. A written report from the member who uses force as defined in this order is not required if such member has given a detailed statement to the respective Criminal Investigation Bureau lieutenant or the field supervisor. However, this does not preclude further statements, or written reports by the member using force when so directed by the Chief of Police.
2. Whenever the use of force by a member is investigated as a personnel investigation, a claim, a notice of injury, or a summons and complaint is filed with the city of Milwaukee naming a member of the department, the member in question shall submit additional reports or provide statements when so directed by a supervisor.

F. INTERNAL AFFAIRS DIVISION - RISK MANAGEMENT RESPONSIBILITIES

1. The Internal Affairs Division – Risk Management shall be responsible for the retention of all *Use of Force Reports* via the AIM system.
2. The commanding officer of Internal Affairs Division – Risk Management shall provide the *Use of Force Report* to the Police Academy for training purposes.
3. Use of force data will be analyzed / audited on a regular basis by the Internal Affairs Division - Risk Management.

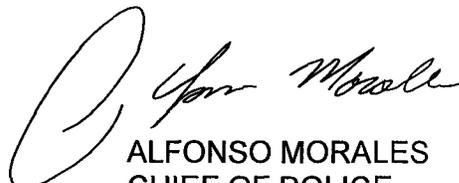
G. COMMANDING OFFICER'S REVIEW AND RECOMMENDATION

1. The member's commanding officer shall review the AIM system *Use of Force Report* and enter a recommendation under "Incident Tracking". When the commanding officer determines the use of force is in compliance, these reports shall be forwarded through "Incident Tracking" and general information "Status" directly to the appropriate supervisor of the Internal Affairs Division - Risk Management.
2. If the review finds the member's use of force was not in compliance, training is

needed, or if there are serious injuries requiring admission to a hospital or if death occurs, the commanding officer shall enter a recommendation under "Incident Tracking". These reports shall be forwarded through "Incident Tracking" and general information "Status" directly to their respective bureau commander. Commanding officers may, at any other time they believe notification to their bureau commander is warranted, forward the *Use of Force Report* to their bureau commander.

460.50 USE OF FORCE COMMITTEE

- A. A Use of Force Committee shall conduct periodic comprehensive reviews of all use of force issues affecting the department.
- B. The Chief of Police shall appoint police members to the Use of Force Committee, who shall serve a one-year term, subject to extension at the discretion of the Chief of Police.
- C. The department's range master and a supervisor from Office of Management Analysis and Planning shall be standing members of the Use of Force Committee and shall not be subject to the aforementioned term limit.
- D. The Use of Force Committee shall meet quarterly, or as otherwise directed by the Chief of Police, and shall focus on, but not be limited to, the following:
 - 1. Appropriateness of use of force by department members.
 - 2. Proper field supervision and supervisory review of use of force incidents.
 - 3. Application and effectiveness of department policies and procedures concerning the use of force.
 - 4. Proper use and effectiveness of equipment.
 - 5. Effectiveness of use of force training.
 - 6. Identification of training needs and opportunities for department members.
- E. The Use of Force Committee shall prepare a written report of the committee's finding and/or recommendations, and submit such report to the Chief of Police within ten (10) days of the completed quarterly or directed review.
- F. Any recommendations or other matters for consideration by the Use of Force Committee shall be forwarded through the chain of command to the Office of the Chief.


ALFONSO MORALES
CHIEF OF POLICE



Department of Justice (DOJ)
Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

March 23, 2020

The Honorable Thomas Barrett
City of Milwaukee
200 East Wells Street, City Hall
Milwaukee, WI 53202-3515

Dear Mayor Barrett

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by City of Milwaukee for an award under the OJP funding opportunity entitled "BJA FY 20 Presidential Nominating Conventions." The approved award amount is \$50,000,000. These funds are for the project entitled Funding to Support the 2020 Presidential Nominating Convention.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices - Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/legalNotices-AwardReqs.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should City of Milwaukee accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Stephen Fender, Program Manager at (202) 616-8241, and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask_ocio@usdoj.gov

We look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Katharine T. Sullivan".

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Encl



Department of Justice (DOJ)
Office of Justice Programs
Office of Civil Rights

Washington DC 20531

March 23, 2020

The Honorable Thomas Barrett
City of Milwaukee
200 East Wells Street
City Hall
Milwaukee, WI 53202-3515

Dear Mayor Barrett

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/EgalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs), and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 C.F.R. Part 42, subpart F, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), 205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston
Director

cc Grant Manager
Financial Analyst



Department of Justice (DOJ)
Office of Justice Programs
Office of the Chief Financial Officer

Washington D C 20531

March 23, 2020

The Honorable Thomas Barrett
City of Milwaukee
200 East Wells Street
City Hall
Milwaukee, WI 53202 - 3515

Reference Grant Number 2020-ZC-BX-0002

Dear Mayor Barrett

I am pleased to inform you that my office has approved the following budget categories for the aforementioned grant award in the cost categories identified below

Category	Budget
Personnel	\$4,977,956
Fringe Benefits	\$73,002
Travel	\$0
Equipment	\$5,883,420
Supplies	\$3,354,610
Construction	\$0
Contractual	\$33,211,012
Other	\$0
Total Direct Cost	\$47,500,000
Indirect Cost	\$2,500,000
Total Project Cost	\$50,000,000
Federal Funds Approved	\$50,000,000
Non-Federal Share	\$0
Program Income	\$0

Match is not required for this grant program

All individual consultant fees in excess of \$650 per 8 hour day require prior approval of OJP

The line item labeled "Contractual" may include contracts, subawards, or consultants.

All Sole Source procurements in excess of \$250k require prior approval by OJP. A written justification including an itemized budget of the procurement amount will need to be submitted via a Grant Adjustment Notice (GAN)

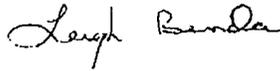
The applicant is a local government unit and is not required to submit an indirect cost rate agreement. The grantee must retain the cost allocation plans on file for audit purposes

If you have questions regarding this award, please contact

- Program Questions, Stephen Fender Program Manager at (202) 598-9490
- Financial Questions, the Office of Chief Financial Officer, Customer Service Center(CSC) at (800) 458-0786, or you may contact the CSC at ask_ocio@usdoj.gov

Congratulations, and we look forward to working with you

Sincerely,



Leigh Benda
Chief Financial Officer



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

Grant

1 RECIPIENT NAME AND ADDRESS (Including Zip Code)		4 AWARD NUMBER 2020-ZC BX-0002	
City of Milwaukee 200 East Wells Street City Hall Milwaukee, WI 53202-3515		5 PROJECT PERIOD FROM 10-01 2019 TO 03-31 2021 BUDGET PERIOD FROM 10-01 2019 TO 03-31 2021	
2a. GRANTEE IRS VENDOR NO 396005532		6. AWARD DATE 03/23/2020	
2b. GRANTEE DUNS NO 006434211		7 ACTION	
3 PROJECT TITLE Funding to Support the 2020 Presidential Nominating Convention		8 SUPPLEMENT NUMBER Initial 00	
		9 PREVIOUS AWARD AMOUNT \$ 0	
		10 AMOUNT OF THIS AWARD \$ 50,000,000	
		11 TOTAL AWARD \$ 50,000,000	

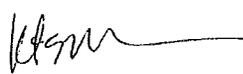
12 SPECIAL CONDITIONS
THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13 STATUTORY AUTHORITY FOR GRANT
This project is supported under FY20 HJA Presidential Nominating Conventions, the Department of Justice Appropriations Act, 2020 Pub. L. 116-93, 133 Stat. 2317, 2407

14 CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)
16.738 Edward Byrne Memorial Justice Assistance Grant Program

15 METHOD OF PAYMENT
GPRS

AGENCY APPROVAL 16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T Sullivan Principal Deputy Assistant Attorney General	GRANTEE ACCEPTANCE 18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Thomas Barrett Mayor
--	--

17. SIGNATURE OF APPROVING OFFICIAL 	19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 19A. DATE
--	---

AGENCY USE ONLY	
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR FUND BUD ACT OFC DIV REG SUB. POMS AMOUNT X B ZC 80 00 00 50000000	21. AZCLGT0042



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 17

PROJECT NUMBER 2020-ZC BX-0002

AWARD DATE 03/23/2020

SPECIAL CONDITIONS

1 Requirements of the award, remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

2 Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access. Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with or differ in some way from the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



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3 Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4 Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5 Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6 Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.41-4(f) and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.



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7 Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8 Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM) currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/explore/SAM.htm> (Award condition System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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9 Employment eligibility verification for hiring under the award

1 The recipient (and any subrecipient at any tier) must--

A Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2)

B Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens

C Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2)

D As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements as well as records of all pertinent notifications and trainings

2 Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition

3 Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition

4 Rules of construction

A Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds

C "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States and the Commonwealth of the Northern Mariana Islands

D Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law

I Nothing in this condition including in paragraph 4 B, shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U S C 1324(a)(1) and (2)

Questions about E-Verify should be directed to DHS For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance

10 Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130) The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach

11 All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract")

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here

12 Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)) and are incorporated by reference here



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13 Unreasonable restrictions on competition under the award, association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1 No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[d] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2 Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3 Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4 Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or subrecipient (at any tier), agent or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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- 14 Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees") or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here

- 15 Determination of suitability to interact with participating minors

SCOPE: This condition applies to this award if it is indicated in the application for the award (as approved by DOJ) (or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here

- 16 Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide")

- 17 Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010 and other applicable laws

- 18 OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesforGrantees-Subgrantees.htm>



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19 Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20 Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21 Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22 Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23 Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/1 CFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter I, Part 38, under e-CFR "current" data.



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24 Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25 Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26 Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award: (1) submitted a claim that violates the False Claims Act, or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by: (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W., Suite 7100, Washington, DC 20530, and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Anti-Grant Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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27 Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information

1 In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency

2 If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above, and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation, and

b. it certifies that if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict) reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency



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28 Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal, notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29 Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30 Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk; 2. The date the recipient was designated high risk; 3. The high risk point of contact at that federal awarding agency (name, phone number, and email address); and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31 Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to, withholdings and/or other restrictions on the recipient's access to award funds, referral to the DOJ OIG for audit review, designation of the recipient as a DOJ High Risk grantee, or termination of an award(s).



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SPECIAL CONDITIONS

32 FFAFA reporting Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

33 Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

34 Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SI 425.

35 Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at https://ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

36 Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

37 Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies. If OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.



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AWARD CONTINUATION
SHEET
Grant

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PROJECT NUMBER 2020-ZC JN-0002

AWARD DATE 03 23 2020

SPECIAL CONDITIONS

38 Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

39 Verification and updating of recipient contact information

The recipient must verify its Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

40 Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

41 Certification of body armor "mandatory wear" policies

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

42 Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>

43 The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.



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AWARD CONTINUATION
SHEET
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AWARD DATE 03 23 2020

SPECIAL CONDITIONS

- 44 With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.
- 45 The recipient agrees that it will submit monthly status reports to OJP on-line as an attachment to a Program Office Approval Grant Adjustment Notice (GAN), not later than 15 days after the end of each calendar month. These reports should provide a list of expenditures by budget category to date, as approved in the application budget or subsequent budget revision GAN. Additionally, the reports should describe any projected delays to the project, or actual delays to date.
- 46 All revisions to the budget, whether within a line item or across budget categories, must be submitted for prior approval by OJP. A Budget modification Grant Adjustment Notice (GAN) must be submitted once these revisions are determined by the recipient and no grant funds may be obligated or expended on new budget items until the GAN is approved.
- 47 Any and all Memoranda of Understanding (MOU) entered into by and between the grantee and any and all other jurisdictions engaged in the performance of work under this grant should include a certification by those participating jurisdictions affirmatively acknowledging grant funds will not be used to supplant local and/or state funds. More information about supplanting can be found in the DOJ Grants Financial Guide - <http://ojp.gov/financialguide/DOJ/index.htm>
- 48 The recipient agrees to monitor subawards under this award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the DOJ Grants Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
- 49 The recipient must submit a certification to BJA that all grant-funded equipment has been purchased and is already operational as of the date of the certification. The certification must be received by BJA no later than fourteen (14) calendar days prior to the commencement date of the presidential nominating convention with respect to which the grant is made. No funds awarded under this grant may be obligated, expended or drawn down to cover costs for any equipment that is not covered by the certification.
- 50 At least thirty (30) days prior to the commencement of the Presidential Nominating Convention, the recipient must submit to the BJA, documentation that identifies by name, all state and local law enforcement agencies/jurisdictions that the recipient anticipates to reimburse with grant funds for security and related costs, including overtime associated with the Presidential Nominating Convention. No grant funds may be used for reimbursement of a state or local law enforcement agency/jurisdiction which is not included on this list, without specific approval by the BJA Director. The BJA Director maintains the right to deny reimbursable expenditures incurred by the grantee if the expenditures are otherwise ineligible for reimbursement under any other applicable statute, regulation or award provision.
- 51 The grantee shall make its unclassified operational security plan including any amendments thereto, available for inspection by designated BJA officials during site visits conducted by BJA, or upon request by, and for review by, the BJA Director.



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**AWARD CONTINUATION
SHEET
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AWARD DATE 03/23/2020

SPECIAL CONDITIONS

- 52 The recipient understands and acknowledges that for purposes of this award, food and/or beverages expenses are deemed reasonable and allowable only to the extent that: 1) such costs are directly related to law enforcement and related security operations associated with the Presidential Candidate Nominating Convention, 2) such costs have been specifically included in the budget approved by OJP; 3) such costs are consistent with threshold limits established by OJP in the Financial Guide, and 4) actual costs related to food and beverage are reported directly to OJP after the convention. The recipient may not expend funds for food and/or beverage expenses that are related to other conferences or meetings, or are otherwise deemed unreasonable or unallowable by BJA and/or OJP's Office of the Chief Financial Officer (OCFO).
- 53 The award recipient agrees to provide a fair and transparent process for jurisdictions that are hosting official Convention events, or providing agreed upon mutual assistance, to receive reimbursement for reasonable law enforcement-related costs from the appropriated funds, and disburse grant funds to all authorized mutual aid partners involved in law enforcement and related law enforcement activities in a timely manner. BJA reserves the right to freeze grant funds via a Grant Adjustment Notice at any time during the course of this award if any part of this special condition is not adhered to by the award recipient.
- 54 The recipient acknowledges that five percent (5%) of the total award amount will be withheld until 90 days prior to the award end date. To remove this withholding condition, the recipient must submit to BJA for its review and approval a timeline for the closure of the grant, along with an assurance by the grantee that all documents necessary for closeout will be submitted no later than 90 days after the award end date. The grantee will also submit, along with the timeline and necessary closeout documents, a list of all remaining expenditures (designated by approved budget category) planned for the withheld funds. The grantee also agrees to submit any other supporting documentation deemed necessary by BJA prior to the release of the withheld funds. BJA will issue a Grant Adjustment Notice to remove this condition only upon its receipt and approval of this additional documentation. No portion of the five percent in withheld funds may be expended or drawn down until the recipient receives notice of this GAN approval.
- 55 Recipient integrity and performance matters. Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIS.
- The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM") to the designated federal integrity and performance system (currently, "FAPIS").
- The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIS.htm> (Award condition Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.
- 56 The recipient agrees to complete all grant draw downs on a reimbursement-only basis.
- 57 None of the funds of this award may be used for subawards that are awarded on the basis of partisan political considerations.



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**AWARD CONTINUATION
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Grant**

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PROJECT NUMBER 2020-ZC BX-0002

AWARD DATE 03.23.2020

SPECIAL CONDITIONS

58 For any subawards made to the Host Committees, the grantee must conduct subrecipient monitoring and may only provide grant funds to these organizations on a direct reimbursement basis for all supported costs once confirmed. Grant funds cannot be subawarded directly for the full amount of the subaward to these entities in order to ensure adequate oversight of grant funds. Any adjustments to this monitoring and reimbursement process for the Host Committees must be approved in advance by BJA in writing.

59 Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless as set forth at 34 U.S.C. 10152 the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

60 Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA:

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction,

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places,

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size,

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used for example in office, household, recreational, or education environments, and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/funding/nepa.html> for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File
From: Orbin Terry, NEPA Coordinator
Subject: Incorporates NEPA Compliance in Further Developmental Stages for City of Milwaukee

Awards under this program will be used to provide support for law enforcement expenditures and related security costs, including overtime. All recipients must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant. The specified activities requiring environmental analysis are: a) New construction; b) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; c) A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; d) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and e) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/funding/nepa.html>. Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

PROJECT NUMBER

2020-ZC-BX-0002

PAGE 1 OF 1

This project is supported under FY 20 BJA Presidential Nominating Conventions, the Department of Justice Appropriations Act 2020 Pub. L. 116-93 133 Stat. 2317 2407

1 STAFF CONTACT (Name & telephone number)

Stephen Fender
(202) 598-9190

2 PROJECT DIRECTOR (Name, address & telephone number)

Steven Mahan
Director
200 East Wells Street
Milwaukee, WI 53202 3515
(414) 708-0973

3a TITLE OF THE PROGRAM

BJA FY 20 Presidential Nominating Conventions

3b POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4 TITLE OF PROJECT

Funding to Support the 2020 Presidential Nominating Convention

5 NAME & ADDRESS OF GRANTEE

City of Milwaukee
200 East Wells Street City Hall
Milwaukee WI 53202 3515

6 NAME & ADDRESS OF SUBGRANTEE

7 PROGRAM PERIOD

FROM 10-01-2019 TO 03-31-2021

8 BUDGET PERIOD

FROM 10-01-2019 TO 03-31-2021

9 AMOUNT OF AWARD

\$ 50,000,000

10 DATE OF AWARD

03-23-2020

11 SECOND YEAR'S BUDGET

12 SECOND YEAR'S BUDGET AMOUNT

13 THIRD YEAR'S BUDGET PERIOD

14 THIRD YEAR'S BUDGET AMOUNT

15 SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Democratic National Convention (DNC) will be held July 13-16, 2020, in Milwaukee Wisconsin. The DNC was designated a National Special Security Event (NSSFE) by the Department of Homeland Security. With NSSFE status, the United States Secret Service (USSS) is the lead agency in charge of security for the DNC. The recipient will utilize grant funds to provide support for law enforcement expenditures and related law enforcement activities, including overtime associated with the 2020 DNC. The stated purpose of this funding is to provide support for law enforcement activities, including personnel, necessary equipment and overtime costs associated with the 2020 Republican Democratic Presidential Candidate Nominating Convention.

There is a requirement that each grantee/fiscal agent receiving an award will

- Utilize grant funds for law enforcement activities incurred during the 2020 Republican Democratic Presidential Nominating Convention
- Fully explore other non-federal funding streams to ensure that Federal funds are being used to supplement and not supplant available state, local or other

sources and obtain required Memorandums of Understanding (MOUs):

- Carefully manage the drawdown of grant funds based on approved costs and adhere to the DOJ Financial Guide rules on cash management
- Ensure that written and properly executed mutual aid agreements are in place and that funds can be reimbursed in a timely manner.
- Provide a fair and transparent process for other jurisdictions that may be hosting official Convention events, or providing agreed upon mutual assistance to the host city to receive reimbursement for reasonable security related costs from the appropriated funds.
- Develop and utilize a centralized documented authorization process for expenditure of award funding for purposes of accountability and transparency
- Participate in training on the prevention of Fraud Waste and Abuse delivered by the Department of Justice Office of the Inspector General (DOJ OIG) prior to the conventions

NCA NCF

milwaukee journal sentinel

ELECTIONS

Police departments begin to withdraw from security agreements for 2020 DNC, some citing directive on crowd munitions

Bill Glauber, Ashley Luthern, Mary Spicuzza and Alison Dirr Milwaukee Journal Sentinel

Published 6:53 p.m. CT Jul. 27, 2020 | Updated 6:02 p.m. CT Jul. 28, 2020

At least 100 law enforcement agencies have withdrawn agreements to send personnel to next month's Democratic National Convention, some of them citing orders to Milwaukee's police chief to cease the use of tear gas and pepper spray during demonstrations.

The withdrawals cast doubt on a program to bring about 1,000 police officers from outside agencies to help shore up security for the event, scheduled for the week of Aug. 17. Among the agencies confirmed to have withdrawn are police departments in Fond du Lac, Franklin, Greendale and West Allis.

Asked on Monday if the agreements were collapsing, Fond du Lac Police Chief William Lamb said, "Yes," adding that he expects other agencies from across the state to withdraw from the program.

"We regret having to do that," said Lamb, who chairs the Wisconsin Police Executive Group, which consists of police chiefs from cities with populations of more than 20,000 people.

The action by Lamb and others comes as Milwaukee's Fire and Police Commission issued a directive last week to Milwaukee Police Chief Alfonso Morales to change department policy to discontinue the use of tear gas and pepper spray.

Morales spoke to several media outlets Tuesday and told at least one that more than 100 law enforcement agencies had backed out of agreements with the city for security at the convention. In a letter to the U.S. Department of Justice sent two weeks ago, Milwaukee officials listed fewer than 60 partner agencies as assisting with DNC security.

Police confirmed Tuesday afternoon that more than 100 law enforcement agencies are no longer assisting with the event.

"MPD's top priority remains to ensure that next month's DNC is a safe event for all visitors and participants," the department said in the statement.

Morales abruptly postponed a scheduled interview with the Milwaukee Journal Sentinel Tuesday afternoon.

"We respect the Fire and Police Commission's decision," Lamb said in an interview. "But in this particular case, we strongly disagree with the actions they've taken. We believe (that) in removing those tools, the use of chemical irritants or pepper spray, from the available resources that the law enforcement officers would have at their disposal if protests become non-peaceful would severely compromise the safety of the public and also the safety of the law enforcement officers who would be assigned to protect the DNC."

Lamb sent a letter to Milwaukee police on July 6 outlining his organization's concerns about limiting the use of tear gas and pepper spray. His group has not received a reply, he said, but added that he understands that the situation in Milwaukee is "fluid."

West Allis police first sent a letter to Morales with concerns in mid-June after Milwaukee's Common Council temporarily halted the purchase of those chemicals. A more recent bid for barricades, pepper spray, a "tactical gas delivery system," food and drink for officers and other equipment appears on its way to being fulfilled.

But then came the directive from the Milwaukee Fire and Police Commission.

"Our concern is that in the event protests turn non-peaceful, such a policy would remove tools from officers that may otherwise be legal and justifiable to utilize in specific situations," West Allis Deputy Chief Robert Fletcher said in an email.

The decision to withdraw was not done lightly, he said, but the department believed such a policy would compromise the safety of officers and the public.

Franklin Police Chief Rick Oliva raised similar concerns in a letter he sent to Morales last week stating that his agency was no longer sending personnel to assist at the convention "due to recent decisions by Milwaukee elected and appointed officials."

"It is apparent there is a lack of commitment to provide the Milwaukee Police Department with the resources it needs to ensure the safety of peaceful protesters, attendees, citizens and police personnel," Oliva wrote in his July 23 letter, copies of which were sent to Mayor Tom

Barrett, the Common Council president and the FPC. "I can not send personnel if they are not properly equipped or will not be allowed to engage in appropriate actions which would ensure their safety."

Oliva noted in his letter that the agreement had said officers were to be provided "sufficient resources to handle multiple unruly persons," and that the deal allowed for early termination if the city "fails to comply with or perform any material term, condition or obligation contained in the agreement."

In a letter to Morales Tuesday, Greendale Police Chief Ryan Rosenow echoed Oliva's message and said he would no longer be sending officers to assist.

Waukesha's police chief said he is consulting with the city attorney's office on how to withdraw from the agreement, which had promised about two dozen Waukesha officers.

"My position is we're not going to be sending our officers to support the DNC," said Chief Daniel Thompson, who was hired in March after a 29-year career with the Milwaukee Police Department.

"I understand that use of chemical irritants and pepper spray is serious and those are to be used only when legally justified," he said. "But when you take that out of the continuum that doesn't leave the officers much other than getting harmed or using deadly force and that's not good for any officer or the public."

The Milwaukee Police Department declined to comment on the situation.

"For security purposes and the safety of the delegates and those attending the Democratic National Convention, the Milwaukee Police Department declines to comment on the staffing for its operational plan," according to a statement released Monday evening.

Griselda Aldrete, executive director of the FPC, referred questions about the issue to Commissioner Nelson Soler, who did not respond to an interview request. Soler serves as chairman of the Policies and Standards Committee, which is reviewing operating procedures for crowd control.

Other agencies remain, while some have stepped back for other reasons

Some agencies are still planning to send officers to assist with the event.

Green Bay Police Chief Andrew Smith said at this point his department is one of them.

"We made a commitment that we would assist Chief Morales and the Milwaukee Police Department," Smith said. "We intend to honor that commitment."

Glendale Police Captain Rhett Fugman said Monday that his department still plans to send five officers to assist with the DNC.

West Bend Police Chief Kenneth Meuler said he remains committed to sending about a dozen officers for the effort.

"I am confident that Chief Morales and city officials will work out an agreement to address the concerns that some of the other chiefs have raised," said Meuler, a former Milwaukee Police Department captain.

The Wisconsin State Patrol also still plans to provide security assistance at the DNC and so does the Rock County Sheriff's Office.

Milwaukee Common Council President Cavalier Johnson said the council has "only asked for transparency when it comes to the use of chemical irritants — especially during a time when tensions between law enforcement and the community need to be de-escalated."

"I'm very thankful to police forces from Green Bay, West Bend and other communities from across Wisconsin and the United States that not only will honor their commitment to provide security during the Democratic National Convention but also respect the moment that our nation is in as we collectively re-examine police-community relations," he said.

Others are no longer sending officers to help but said the decision was made independently of concerns about the COVID-19 pandemic and any recent directives.

Eau Claire Police Chief Matt Rokus said he decided against sending the 10 officers the agency had originally planned to send to assist with the convention in February.

"The commitment to send 10 officers was made by our previous chief, prior to my appointment," Rokus said.

He added that Eau Claire previously had three large local music festivals and another large event planned that would have coincided with the original July dates of the DNC in Milwaukee.

"It really had to do with local needs at the time," Rokus said.

New Jersey State Police said Monday that their deployment of about 55 people was canceled. No reason was given.

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<p align="center">APPROVAL</p>	<p align="center">REQUEST FOR COUNCIL ACTION</p>	<p align="center">MEETING DATE 08/04/2020</p>
<p align="center">REPORTS & RECOMMENDATIONS</p>	<p align="center">Police Department request for approval to purchase 911 Nextgen call recording and logging system</p>	<p align="center">ITEM NUMBER G.3.</p>

At the April 21, 2020 meeting, the Common Council approved the following motion related to the purchase of a new call recording and logging system that will perform time saving functions such as being able to email a recording; geo fence searches; viewing call locations on a map; text message replay.

MOTION TO UPGRADE OF 911 NEXTGEN

Accept the (federal) grant with the commitment to fund 100% of the project costs of \$26,883.50 with the expectation the City would receive 60% of the costs, estimated to be \$16,130.00, as a reimbursement, with City costs being \$10,754.00, and further that the Council directs the Director of Finance & Treasurer to prepare budget amendment to move contingency appropriation to Police Equipment and reflect the grant resources. Approved.

A current quote for the project is \$23,877.50 (attached).

COUNCIL ACTION REQUESTED:

Motion to approve the purchase and installation of the Nelson Systems NexLog system.



Nelson Systems
I N C O R P O R A T E D

Office use only

Salesperson	Customer Sales Contact	Date	6/25/20
Jacob Jiles	Cindy Manke	Phone #	414-858-2670
Cust PO#	Customer Project Coordinator	Cust #	WO #
		Phone #	PO #
			Zone# 1

Prepared for: Franklin Police Department
9455 W Loomis Rd
Franklin, WI 53132

Ship To: SAME

System

Hardware/Software

Product No.	Description	Serial #	Unit Price	Qty	Total Price
NexLog740 DX					
NexLog740DX	NexLog 740 DX-Series base system 3U rack-mountable, Core i5 CPU, 16GB DDR4 RAM, 2 Network Ports (100/1000), Embedded Linux, NexLog DX-Series software, web-based configuration manager, audio controls & amplified speaker on front panel		\$7,995 00	1	\$7,995 00
DX701	Integrated 7" Color LCD Touch Screen Display		\$1,295 00	1	\$1,295 00
108233-000	Dual hot-swap power supplies, 120/240 VAC		Standard	1	\$0 00
DX730	Standard NexLog 740 DX-Series Archive 1 Blu-ray Drive (also supports single-side DVD-RAM media)		Standard	1	\$0 00
DX703	2 x 1TB fixed-mount s/w-RAID1 = 1TB storage		Standard	1	\$0 00
Rack Mount Kits					
324430	Rack Mount Slides - 4 Post, 3U (for NexLog 740)		\$360 00	1	\$360 00
Analog Telephone/2-way Radio Channel					
DXANA16	Analog Telephone/2-way Radio Channel Record Card - 16 Channels Each		\$4,000 00	1	\$4,000 00
VOIP					
271052	Internal IP Recorder w/ 8 G 711 Ch Licenses		\$3,850 00	1	\$3,850 00
PSAP 9-1-1 Interface and Integrations					
209029	911 NENA ANI/ALI CAD Spill Integration		\$3,495 00	1	\$3,495 00
271140	Interface license for VESTA 911/Callworks IP Audio Recording		\$2,495 00	1	\$2,495 00
DX902	Motorola-Vesta SMS recording via i3 Logging Events		\$1,995 00	1	\$1,995 00

109033-007	Install Kits Quick Install Kit (Includes #264242-007 23FT Connector Cable & Punch down Block) STD Telco Pin-Out	\$300 00	1	\$300 00
271083	Software MediaWorks DX (Web) Concurrent Access for 8 Users	\$995 00	1	\$995 00
271098	Geo Search/View (requires Lat/Lon, MW PLUS, Google Maps)	\$995 00	1	\$995 00
115021	NexLog Reporting Engine (Enhanced Reporting)	\$995 00	1	\$995 00
Special Instructions/Transferred items do not order				

System Price (Total of Hardware and Software) \$28,770.00

<i>Services</i>				
Services	Description	Rate	Qty	Total Price
	Installation and project management			\$2,000 00
	Training			\$300 00
Services Price				\$2,300.00

Maintenance Agreement

Standard		Yearly Amt	# of months	Total Price
*205-2000	8-5 Service GMA	\$2,626 55	12	\$2,626 55
DXSUS-12MO	Software Update Subscription from Eventide required with GMA purchase			\$843 30

Maintenance Price **\$3,469.85**

Summary

Solution Components	Price
System Price	\$28,770 00
Services Price	\$2,300 00
Maintenance Price Declined	\$0 00
Discount 25 00%	-\$7,192.50
1 YEAR WARRANTY ON NEW HARDWARE AND SOFTWARE, 90 DAY WARRANTY FOR ADD ONS	
Freight and/or sales tax -- to be added if applicable.	\$0 00
Total Investment	\$23,877.50

Price for presentation purposes only, subject to change based on final configuration Price quotation does not include freight or sales tax -- to be added to invoiced amount as applicable Lease rates valid upon acceptance by leasing company Down payment of 50% on any orders over \$5,000 is required Final invoice to be sent upon delivery Invoices are net 10 days - 1 5% per mo on past due balances



Customer Acceptance _____ Date _____

Nelson Systems, Inc Representative _____ Sales Rep # _____ Date _____

This document becomes a confirmed sales order upon signature of customer and Nelson Systems, Inc representative

Pricing valid for 60 days

Possession of Equipment

I have verified that our facility has received all equipment purchased from Nelson Systems, Inc , including CD's, manuals, etc

Authorized Signature _____ Date _____

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE August 4, 2020
REPORTS AND RECOMMENDATIONS	An Ordinance to Amend the Municipal Code to Provide for Common Council, Boards', Commissions' and Committees' Members, Applicants', and the Public Remote Government Meetings Attendance	ITEM NUMBER 6.4.

This subject matter was put over to this meeting at the July 21, 2020 Council meeting. A copy of the above-entitled draft ordinance is annexed hereto. Also annexed hereto are Wisconsin Department of Justice Office of the Attorney General Office of Open Government Advisories issued on March 16, 2020 and March 20, 2020.

Also, following this agenda item is an amendment to the Public Health Emergency Resolution which addresses the extension of time for the Public Health Emergency and provides for Citizen Comment to be submitted in writing and which may be read into the record at meetings, as discussed at the July 21, 2020 Council meeting, as an alternative and in lieu of any action on this subject matter item.

COUNCIL ACTION REQUESTED

A motion to adopt An Ordinance to Amend the Municipal Code to Provide for Common Council, Boards', Commissions' and Committees' Members, Applicants', and the Public Remote Government Meetings Attendance;

or

such other action as the Common Council may deem appropriate.



Josh Kaul
Wisconsin Attorney General

P.O. Box 7857
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FOR IMMEDIATE RELEASE

March 16, 2020

**Office of Open Government Advisory:
Coronavirus Disease 2019 (COVID-19) and Open Meetings**

MADISON, Wis. – The Wisconsin Department of Justice’s (DOJ) Office of Open Government (OOG) has prepared the following advisory in response to inquiries as to the applicability of the Wisconsin’s open meetings law, Wis. Stat. §§ 19.81 to 19.98, in light of current public health concerns regarding COVID-19. This advisory is provided pursuant to Wis. Stat. § 19.98.

As explained below, governmental bodies typically can meet their open meetings obligations, while practicing social distancing to help protect public health, by conducting meetings via telephone conference calls if the public is provided with an effective way to monitor such calls (such as public distribution, at least 24 hours in advance, of dial-in information for a conference call).

The open meetings law states: “[I]t is declared to be the policy of this state that the public is entitled to the fullest and most complete information regarding the affairs of government as is compatible with the conduct of governmental business.” Wis. Stat. § 19.81(1). To that end, the law requires that “all meetings of all state and local governmental bodies shall be publicly held in places reasonably accessible to members of the public and shall be open to all citizens at all times unless otherwise expressly provided by law.” Wis. Stat. § 19.81(2). A meeting must be preceded by notice providing the time, date, place, and subject matter of the meeting, generally, at least 24 hours before it begins. Wis. Stat. § 19.84.

The open meetings law “does not require that all meetings be held in publicly owned places but rather in places ‘reasonably accessible to members of the public.’” 69 Op. Att’y Gen. 143, 144 (1980) (quoting 47 Op. Att’y Gen. 126 (1978)). As such, DOJ’s longstanding advice is that a telephone conference call can be an acceptable method of convening a meeting of a governmental body. *Id.* at 146. More recently, DOJ guidance deemed video conference calls acceptable as well. Wis. Dep’t of Justice,

Wisconsin Open Meetings Law Compliance Guide 11 (May 2019), <https://www.doj.state.wi.us/sites/default/files/office-open-government/Resources/OML-GUIDE.pdf>.

When an open meeting is held by teleconference or video conference, the public must have a means of monitoring the meeting. DOJ concludes that, under the present circumstances, a governmental body will typically be able to meet this obligation by providing the public with information (in accordance with notice requirements) for joining the meeting remotely, even if there is no central location at which the public can convene for the meeting. A governmental body conducting a meeting remotely should be mindful of the possibility that it may be particularly burdensome or even infeasible for one or more individuals who would like to observe a meeting to do so remotely—for example, for people without telephone or internet access or who are deaf or hard of hearing—and appropriate accommodations should be made to facilitate reasonable access to the meeting for such individuals.

To be clear, providing only remote access to an open meeting is not always permissible, as past DOJ guidance shows. Where a complex plan, drawing, or chart is needed for display or the demeanor of a witness is significant, a meeting held by telephone conference likely would not be “reasonably accessible” to the public because important aspects of the discussion or deliberation would not be communicated to the public. *See* 69 Op. Att’y Gen. at 145. Further, the type of access that constitutes reasonable access in the present circumstances, in which health officials are encouraging social distancing (including avoiding large public gatherings) in order to mitigate the impact of COVID-19, may be different from the type of access required in other circumstances. Ultimately, whether a meeting is “reasonably accessible” is a factual question that must be determined on a case-by-case basis. *Id.*

If you have questions or concerns regarding the application of the open meetings law, please contact the Office of Open Government at (608) 267-2220.



Josh Kaul
Wisconsin Attorney General

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NEWS FOR IMMEDIATE RELEASE

March 20, 2020

Office of Open Government Advisory: Additional Information Regarding Coronavirus Disease 2019 (COVID-19) and Open Meetings

MADISON, Wis. – The Wisconsin Department of Justice’s (DOJ) Office of Open Government (OOG) continues to prepare additional information in response to inquiries as to the applicability of the Wisconsin’s open meetings law, Wis. Stat. §§ 19.81 to 19.98, in light of current public health concerns regarding COVID-19. This advisory is provided pursuant to Wis. Stat. § 19.98.

Conducting open meetings remotely can pose a number of technological and practical issues that governmental bodies should consider in advance, including, among other things, the following:

- Governmental bodies must ensure that they follow the notice requirements of Wis. Stat. § 19.84 and such notice should inform the public that the meeting will be held remotely and provide all information necessary for the public to monitor the meeting.
- Notices should provide instructions for how the public may access the remote meeting, whether it is to be held via telephone conference call or video conference call. This includes providing the telephone number, video conference link, and any necessary passcodes or other login information.
- As DOJ’s Office of Open Government advised in its March 17, 2020 advisory, a governmental body conducting a meeting remotely should be mindful of the possibility that it may be particularly burdensome or even infeasible for one or more individuals who would like to observe a meeting to do so remotely—for example, for people without telephone or internet access or who are deaf or

hard of hearing—and appropriate accommodations should be made to facilitate reasonable access to the meeting for such individuals.

- When conducting a videoconference or internet-based meeting, the governmental body should strongly consider providing the public with an alternative telephone dial-in option for observing such a meeting so that lack of internet access is not a barrier to observing the meeting.
- At the beginning of each meeting conducted remotely, the chair of the governmental body should encourage all body members to identify themselves before they begin speaking and not to speak over one another. This will help all those listening to the meeting better understand who is speaking.
- When possible, a governmental body may wish to consider recording the meeting and posting it on its website as soon as practicable after the meeting concludes.
- As a bottom line, governmental bodies meeting remotely can and should consider steps that ensure that their meetings remain open and accessible to the public.

If you have questions or concerns regarding the application of the open meetings law, please contact the Office of Open Government at (608) 267-2220.

See also:

March 17, 2020 – [Office of Open Government Advisory: Coronavirus Disease 2019 \(COVID-19\) and Open Meetings](#)

ORDINANCE NO. 2020-____

AN ORDINANCE TO AMEND THE MUNICIPAL CODE TO PROVIDE FOR COMMON COUNCIL, BOARDS', COMMISSIONS' AND COMMITTEES' MEMBERS, APPLICANTS', AND THE PUBLIC REMOTE GOVERNMENT MEETINGS ATTENDANCE

WHEREAS, the Wisconsin Department of Justice Office of the Attorney General issued an Advisory by the Office of Open Government on March 16, 2020, providing in part: "DOJ's longstanding advice is that a telephone conference call can be an acceptable method of convening a meeting of a governmental body.... More recently, DOJ guidance deemed video conference calls acceptable as well. Wis. Dep't of Justice, *Wisconsin Open Meetings Law Compliance Guide* 11 (May 2019),..."; and

WHEREAS, the Wisconsin Department of Justice Office of the Attorney General issued an Advisory by the Office of Open Government on March 16, 2020, providing in part with regard to providing information necessary for the public to monitor the meeting: "Governmental bodies must ensure that they follow the notice requirements of Wis. Stat. § 19.84 and such notice should inform the public that the meeting will be held remotely and provide all information necessary for the public to monitor the meeting. Notices should provide instructions for how the public may access the remote meeting, whether it is to be held via telephone conference call or video conference call. This includes providing the telephone number, video conference link, and any necessary passcodes or other login information."; and

WHEREAS, the Common Council having considered remote participation in meetings by members of the Common Council and City Boards, Commissions and Committees, and the remote monitoring thereof by the Public, and having determined same to be reasonable and in furtherance of the health, safety and welfare of the Community.

NOW, THEREFORE, the Mayor and Common Council of the City of Franklin, Wisconsin, do ordain as follows:

SECTION 1: §10-26. of the Municipal Code of the City of Franklin, Wisconsin, is hereby created to read as follows:

§10-26. Boards', Commissions' and Committees' Members remote meeting attendance; Applicants' remote meeting attendance; remote meeting access by the Public.
Members of all City Boards, Commissions and Committees may individually attend a meeting of the respective Board, Commission or Committee, by way of telephone and/or

electronic audio and/or video communication, provided that at a minimum, each member's meeting attendance includes audio communication ability by, to and from the member. Persons representing an applicant or a petitioner upon an application or petition or a requestor for an item before the respective Board, Commission or Committee, and members of the Common Council, may also attend and participate in the meeting remotely in the manner as available to the members thereof. The public may individually attend a meeting and meetings of all City Boards, Commissions and Committees by way of telephone and/or electronic audio and/or video communication, by way of such methods, devices and equipment available and determined to be reasonable for such purposes by the City Department of Information Services and the IT Director. Notice of the availability of such remote attendance by the public by way of telephone and/or electronic audio and/or video communication shall be stated on the agenda for the respective meeting. All comments by persons during a Citizen Comment Period and all comments by persons on public hearing items during a public hearing shall be made in person in attendance at the meeting location and not remotely.

SECTION 2: §19-1. Meeting time and date, of the Municipal Code of the City of Franklin, Wisconsin, the title thereof only, is hereby amended to read as follows: "Meeting time, date and place."

SECTION 3: §19-1.E. of the Municipal Code of the City of Franklin, Wisconsin, is hereby created to read as follows:

E. Common Council Members' remote meeting attendance; Applicants' remote meeting attendance; remote meeting access by the Public. Members of the Common Council may individually attend a meeting of the Common Council, by way of telephone and/or electronic audio and/or video communication, provided that at a minimum, each member's meeting attendance includes audio communication ability by, to and from the member. Persons representing an applicant or a petitioner upon an application or petition or a requestor for an item before the Common Council may also attend and participate in the meeting remotely in the manner as available to the members thereof. The public may

individually attend a Common Council meeting by way of telephone and/or electronic audio and/or video communication, by way of such methods, devices and equipment available and determined to be reasonable for such purposes by the City Department of Information Services and the IT Director. Notice of the availability of such remote attendance by the public by way of telephone and/or electronic audio and/or video communication shall be stated on the agenda for the respective meeting. All comments by persons during a Citizen Comment Period and all comments by persons on public hearing items during a public hearing shall be made in person in attendance at the meeting location and not remotely. Citizens may provide written comments upon any City related subject matter, except for a matter which is the subject of a public hearing, to the Clerk's Office and/or an elected official, which comments may then be read into the record during a Citizen Comment Period of a Common Council meeting, provided such written comments are received at least 24 hours prior to the publicly noticed meeting commencement time.

SECTION 4: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION 5: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 6: This ordinance shall take effect and be in force from and after its passage and publication.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020, by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Mayor

ORDINANCE NO. 2020-____

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ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

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