

AGREEMENT
ENTERED INTO PURSUANT TO SECTION 175.42, WIS.STATS.,
BETWEEN
THE ATTORNEY GENERAL, STATE OF WISCONSIN,
AND
MARQUETTE UNIVERSITY

PARTIES

This Agreement is entered into by and between the Attorney General, State of Wisconsin, and Marquette University, a Wisconsin nonstock corporation and institution of higher education located in Milwaukee, Wisconsin, acting by and through its President and pursuant to a resolution by its Board of Trustees. The Attorney General and Marquette University are individually a "Party," and together, the "Parties."

PURPOSE

This Agreement establishes the Marquette University Police Department and authorizes Marquette University police officers to exercise the powers of a State of Wisconsin law enforcement officer within the Designated Patrol Zone (as defined below), for the purpose of maintaining public order, detecting and preventing crime, and enforcing state laws and local ordinances, all in accordance with section 175.42, Wis.Stats., and the terms set forth in this Agreement, and as of the Effective Date.

It is specifically understood and acknowledged between Marquette University and the Attorney General that, although Marquette University is authorized by law to establish, and shall establish, a university police department that will provide a full range of police services within the statutorily imposed limitations, the Milwaukee Police Department shall continue to retain its currently existing jurisdiction within the Designated Patrol Zone.

PROVISIONS OF LAW AND SEPARABILITY

The parties agree that this Agreement is subject to all current and future applicable Federal, State, and local laws. If any provision of this Agreement is in conflict or inconsistent with such applicable provisions of Federal, State, or local laws, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such provision shall be suspended and superseded by such applicable law, or regulations, and the remainder of this Agreement shall not be affected thereby.

AUTHORITY

Marquette University police officers shall have all powers authorized by section 175.42(2)(b), Wis.Stats., and shall be assigned additional duties by Marquette University not inconsistent with section 175.42, Wis.Stats., and this Agreement. Such duties shall include, but are not limited to, the enforcement of University regulations, to the extent permitted by the resolution of the Board of Trustees of Marquette University authorizing the establishment of the Marquette University Police Department and the directives of the President of Marquette University, as he may be authorized to give pursuant to such resolution and the Bylaws of Marquette University.

Marquette University law enforcement officers shall be authorized to exercise the powers of arrest of a law enforcement officer only when enforcing state or local laws. Marquette University law enforcement officers may also perform other duties or assignments as directed from time to time by the Chief of Police, Marquette University, or the Chief of Police's designees or delegates.

DESIGNATED PATROL ZONE

The Designated Patrol Zone of the Marquette University Police Department shall include all real property owned by Marquette University and adjacent areas located within the marked geographic area identified in Exhibit 1 to this Agreement. To the extent that Marquette University shall acquire, by deed or lease, real property outside the Designated Patrol Zone, the Designated Patrol Zone may be expanded to include such property. Marquette University shall notify the Wisconsin Department of Justice of any such change upon the assumption of ownership, or the commencement of any lease, related to such real property.

In addition, should Marquette University determine that it may be necessary or appropriate to expand or to contract the Designated Patrol Zone, it shall propose such change to the Wisconsin Department of Justice for review. The Designated Patrol Zone shall be changed on the date set forth in the notice, which shall be at least thirty (30) days from the date on which the notice is provided.

In addition, pursuant to section 175.42(3), Wis.Stats., a Marquette University police officer may, when in fresh pursuit, follow anywhere in the State of Wisconsin, within or without the Designated Patrol Zone, and arrest any person for violation of the laws of the State of Wisconsin.

WRITTEN POLICIES AND PROCEDURES

The Marquette University Police Department shall adopt and implement written policies and procedures regarding its law enforcement activities and rendering of aid or assistance under section 175.42, Wis.Stats., including a policy on notification to, and cooperation with, any other law enforcement authority with jurisdiction within the Designated Patrol Zone. The Marquette University Police Department shall keep current with legal, professional, and ethical standards of the police profession and shall enact no policies or procedures that limit or contravene such standards. All such written policies and procedures shall be available to the public, in accordance with sections 19.31 to 19.39, Wis.Stats., and shall be available on a designated

portion of Marquette University's Web site. Changes to such written policies and procedures shall be identified and posted to Marquette University's Web site prior the effective date of such changes.

A copy of this Agreement, as well as any policies and procedures required by law to be maintained by the Marquette University Police Department, shall be submitted for review by the City of Milwaukee Fire and Police Commission in accordance with § 175.42(2)(a), Wis.Stats.

QUALIFICATIONS AND TRAINING STANDARDS

In order to exercise the powers of a law enforcement officer, Marquette University police officers must:

- (A) Meet the requirements of section 165.85(4)(a)2 and (7)(a), Wis.Stats, as a law enforcement officer;
- (B) Agree to accept the duties of a police officer under the laws of the State of Wisconsin in a manner prescribed by the President of Marquette University;
- (C) Meet further reasonable qualifications for employment deemed necessary by the Chief of Police, Marquette University;
- (D) Be employed by Marquette University as a Marquette University police officer subject to the authority of the Chief of Police, Marquette University.

OPERATIONS

Marquette University law enforcement officers shall exercise the full range of powers as law enforcement officers within the designated patrol zone as follows:

The Marquette University Police Department will assume primary responsibility for all Marquette University property, including routine patrol and responding to calls for police service and follow-up investigation of offenses other than Designated Investigations, occurring within the Designated Patrol Zone.

Marquette University will maintain a radio system with a primary frequency of its own but which also gives its dispatcher and its law enforcement officers the capability of transmitting and receiving on one or more frequencies designated by other law enforcement agencies with jurisdiction within the Designated Patrol Zone. If Marquette University uses any radio frequencies shared with any other law enforcement agency, such use will be in compliance with the standards and procedures of the other law enforcement agency.

The Marquette University Police Department may obtain, by agreement or otherwise, specialized services such as crime scene technicians, investigators, juvenile officers, alcohol breath test operations, and prisoner transportation and jailing. The Marquette University Police Department also may, when it deems it appropriate, report any or all matters related to a particular

investigation to other law enforcement agencies with jurisdiction in the Designated Patrol Zone for further investigation.

REPORTS, RECORDS, AND INSPECTIONS

The Marquette University Police Department shall be responsible for the reporting of criminal activities occurring within the Designated Patrol Zone of which it becomes aware and shall:

- (A) Maintain a daily occurrence report of all police activities;
- (B) Adopt a written policy governing the retention and destruction of all reports, records and files of law enforcement activities by Marquette University police officers. The policy shall be publicly available and shall include a requirement that such records be kept for at least 7 years before destruction;
- (C) Maintain all reports, records and files of law enforcement activities by Marquette University police officers as required by law and consistent with the written policy adopted under paragraph (B), above; and
- (D) Make available for inspection all reports, records, and files as may be required by law.

LIABILITY, INDEMNITY, AND INSURANCE

Notwithstanding any other provision of this Agreement, Marquette University is liable for all acts and omissions of a Marquette University police officer while acting as a law enforcement officer, and neither the State of Wisconsin nor any political subdivision of the State of Wisconsin may be held liable for any action of a Marquette University police officer taken under the authority of this Agreement. For purposes of civil and criminal liability, a Marquette University police officer acting under this Agreement is considered to be acting in an official capacity. Marquette University shall pay in full any judgment in which Marquette University and the State of Wisconsin, or a political subdivision of the State of Wisconsin, are found jointly and severally liable for any act of a Marquette University police officer taken under this Agreement and shall reimburse the State of Wisconsin and any political subdivision of the State of Wisconsin for all reasonable attorney's fees and expenses incurred in defending any such action.

Nothing in this Agreement shall be construed as creating an employment or agency relationship between the State of Wisconsin or its officers, employees or agents and Marquette University or Marquette University law enforcement officers, employees, or agents. To the extent permitted by law, each Party shall indemnify and hold harmless the other Party from any claims or causes of action, including costs of defense, resulting from claims by the officers, employees, or agents or their heirs or representatives under any pension, worker's compensation, or other similar laws.

Marquette University shall procure, at its expense, and keep in effect at all times during the term of this Agreement:

- (A) Insurance that covers Marquette University and Marquette University police officers for acts and omissions while acting under this Agreement, with a coverage limit of not less than \$2,000,000 per occurrence and with the applicable insurer(s) expressly agreeing that, in defending any claim brought against Marquette University, the University may not raise the defense of sovereign immunity with respect to any claim up to the limits of the policy;
- (B) Such insurance policy may provide for reasonable deductibles or retentions based on the nature of Marquette University's operations and the type of insurance involved; and
- (C) Marquette University shall provide proof of insurance to the Wisconsin Department of Justice not later than the Effective Date of this Agreement as set forth above and subsequently within five (5) days of any changes of carrier or coverage.

WRITTEN NOTICES

Written notices to the parties shall be delivered personally to the offices of the Attorney General, State of Wisconsin, and the Chief of Police, Marquette University, with copies to the Office of General Counsel, Marquette University.

DEFAULT AND TERMINATION

In the event Marquette University fails to abide by the terms and conditions of this Agreement, the Attorney General shall give Marquette University written notice and an opportunity to correct the failure. If such notice is given, Marquette University shall provide a written response to the Attorney General within 30 days, identifying any disagreements with the contents of the notice and any anticipated corrective steps. If the failure identified in the notice is not corrected, or substantial steps taken toward accomplishing such correction, within one hundred eighty (180) days after receipt of such notification, the Attorney General may terminate this Agreement by giving Marquette University written notice, which notice shall be effective upon receipt by Marquette University.

To the extent that Marquette University determines that it no longer wishes to maintain a Marquette University police department, it shall provide written notice to the Attorney General, specifying the effective date of termination of the Marquette University police department. Such date shall be no less than one hundred eighty (180) days following the date of the delivery of the written notice to the Attorney General. Marquette University shall also provide copies of the written notice to the Chief of the Milwaukee Police Department and to the City of Milwaukee Fire and Police Commission.

EFFECTIVE DATE

The Effective Date of this Agreement shall be May 1, 2015, at 12:01 AM.

Notwithstanding the foregoing, the Parties recognize that it may take a number of months or years for the Marquette University Police Department to achieve its full intended operational strength and capabilities. Consequently, Marquette University shall, upon the execution of this Agreement, provide its transition plan to the Attorney General for review and comment prior to the commencement of law enforcement activities by Marquette University police officers. Marquette University shall make such modifications to its transition plan as may be necessary to address any concerns expressed by the Attorney General.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as set forth herein below.



Dr. Michael R. Lovell
President
Marquette University



Hon. Brad D. Schimel
Attorney General
State of Wisconsin

APPROVED AS TO FORM:



Cynthia M. Bauer
Vice President & General Counsel
Marquette University

