

## **DRAFT**

### **HIDTA/City of West Allis Memorandum of Understanding relating to Hiring of a Temporary Limited Term Employee**

This is a memorandum of understanding between the governmental agencies comprising the Milwaukee High Intensity Drug Trafficking Area (“HIDTA”), and the City of West Allis (“CITY”) relating to the City hiring a limited term employee to serve as HIDTA’s Minnesota State Coordinator.

#### Recitals

Whereas, HIDTA and City have entered into a Memorandum of Understanding relating to purchasing and fiscal agent services dated August 31, 1999 (attached hereto and incorporated herein as Exhibit A); and

Whereas, HIDTA wishes to hire a person to serve as the Minnesota State HIDTA Coordinator on a limited term basis; and

Whereas, HIDTA does not have the ability to hire such a person; and

Whereas, the City is willing to hire such a limited term employee to so serve as HIDTA’s Minnesota State Coordinator on an eleven month limited term basis.

NOW, Therefore, the parties agree as follows:

#### Agreement

1. The City, through its Police and Fire Commission and Police Department, shall recruit for a HIDTA eleven month limited term employee to serve as HIDTA’s Minnesota State Coordinator (the “Position”). Recruitment for the Position shall be in accordance with

customary City policies and procedures except that HIDTA may request, and the City shall grant that one or more applicants be included in the final group of recommended candidates referred to HIDTA.

2. Once the recommended candidates are forwarded to HIDTA, HIDTA shall select a finalist. The finalist shall be conditionally offered the Position subject to passing a background check and drug test.
3. Upon successful completion of the background check and drug test (which shall be done in consultation with HIDTA), the person shall be hired by the City. Other than coordinating any issues through the Police Chief, the person holding the Position shall be solely under the direction and control of HIDTA, policies and procedures of the City notwithstanding.
4. The person occupying the Position shall be paid by the City for the eleven month term unless HITDA notifies the City that payment should not be made, the reasons therefore, and City agrees that the person holding the Position should not receive payment. [Question: is this person going to be FLSA exempt and only receive a set salary or will overtime be paid?]
5. HIDTA shall reimburse City for all costs associated with the recruitment, hiring, and employment of the Position including but not limited to advertising, screening, testing, wages/salary, and benefits.
6. After eleven months from the date of hire, the employee in the Position shall be terminated by the City.
7. HIDTA shall reimburse City for any costs, wages or benefits that the person may claim as a result of or subsequent to such termination.
8. The parties shall maintain all records related to the Position for a period of seven years after termination and shall freely share such records with each other
9. All other terms and conditions of this Memorandum of Understanding shall be governed, where applicable and not in conflict with this agreement, by the terms and conditions set forth in Exhibit A.