



Common Council Chambers – City Hall Room 100
7325 W Forest Home Ave, Greenfield, Wisconsin

COMMON COUNCIL MEETING AGENDA

Wednesday, February 19, 2020 - 7:00 PM

- A. Call to Order & Roll Call
- B. Opening Prayer
- C. Pledge of Allegiance
- D. Approval of the February 4, 2020 Common Council minutes
- E. Mayor's Report
- F. Aldermanic Reports
- G. Announcements
- H. Citizen Commentary
- I. Public Hearings
 - 1. Public Hearing on an Ordinance to amend the official Greenfield Zoning Map by rezoning the property located at 3200 S. 103 St. from C-2 Community Commercial District to C-4 Regional Highway Business. (Tax Key No. 524-8986-034) (PC-1/14/20 Kastner)
 - a. Adopt an Ordinance to amend the official Greenfield Zoning Map by rezoning the property located at 3200 S. 103 St. from C-2 Community Commercial District to C-4 Regional Highway Business. (Tax Key No. 524-8986-034) (PC-1/14/20 Kastner)
 - b. Approve the Site, Landscaping and Architectural Plans for Milwaukee Rehabilitation Hospital, a proposed hospital, to be located at 3200 S. 103 Street, subject to Plan Commission and staff comments. (Tax Key No. 524-8986-034) (PC-1/14/20 Kastner)
 - 2. Public Hearing on a Special Use Permit for Bargain Thrift Mart, a proposed resale shop, to be located at 4450 S. 108 Street. Tax Key No. 608-9991-002) (PC-1/14/20 Kastner)
 - a. Adopt a Resolution for Bargain Thrift Mart, a proposed resale shop, to be located at 4450 S. 108 Street. (Tax Key No. 608-9991-002) (PC-1/14/20 Kastner)
 - b. Approve the Site Plan Review for Bargain Thrift Mart, a proposed resale shop, to be located at 4450 S. 108 Street, subject to Plan Commission and staff comments. (Tax Key No. 608-9991-002) (PC-1/14/20 Kastner)
 - 3. Public Hearing on a Special Use Permit for Holistic Home & Hospice, an existing home health care service, located at 8777 W. Forest Home Avenue. (Tax Key No. 615-9945-003) (PC-1/14/20 Kastner)
 - a. Adopt a Resolution for Holistic Home & Hospice, an existing home health care service, located at 8777 W. Forest Home Avenue. (Tax Key No. 615-9945-003) (PC-1/14/20

Kastner)

- b. Approve the Site Plan Review for Holistic Home & Hospice, an existing home health care service, located at 8777 W. Forest Home Avenue, subject to Plan Commission and staff comments. (Tax Key No. 615-9945-003) (PC-1/14/20 Kastner)

J. Old Business

1. Appointments to various committees and commissions:

a. Mayor appointments, confirmed by Council:

- i. One member to the Board of Review for a term to expire 5/1/21 (formerly Gregory Krog)
- ii. One alternate member to the Board of Review for a term to expire 5/1/24 (newly created position)
- iii. One member to the Zoning Board of Appeals for a term to expire 5/1/20 (formerly Donald Kopp)
- iv. One member to the Tree Commission for a term to expire 5/1/21 (formerly Michael Wendt)

b. Mayor appointments:

- i. One alternate member to the Zoning Board of Appeals for a term to expire 5/1/21 (formerly Denise Kunz)

K. New Business

1. Approve a Special Use Review and Site and Architectural Plans for US Cellular to upgrade rooftop equipment at the Associated Bank building located at 4811 S. 76 Street, subject to Plan Commission and staff comments. (Tax Key No. 616-0034-001) (PC-2/11/20 Kastner)
2. Claim received from Eunice K. Kim (Goergen)
3. Claim received from Shakeira Johnson (Goergen)
4. Claim received from Ryan Tax Compliance Services LLC on behalf of Aldi Inc. (Wisconsin) re: 4225 S. 108th St. (Goergen)
5. Claim received from Ryan Tax Compliance Services LLC on behalf of Aldi Inc. (Wisconsin) re: 4615 W. Layton Ave. (Goergen)

6. Applications for an operator license received from the following:

Abarca Montero, Maria Jose-9129 W. Allerton Ave.

Cocher, Jorge S.-1706 Spruce Ct.

Faxon, Elizabeth J.-1207 Vine St.

Fischer, Nicholas W.-3637 St. Clair St.

Hare, Trenton T.-8032 W. Oakwood Rd.

Lenz, Mark A.-3412 S. 17th St.

Piotrowski, Jennifer L.-2125 W. Becher St.

Rosales, Benjamin-3145 S. 50th St.

Simmons, Lisa M.-6554 N. Sidney Pl.

Skaradzinski, Kelly J.-6780 Crocus Ct.

Snieg, Amanda M.-2133 S. 75th St.
Talley, Jennifer J.-1408 10th Ave.
Wooldridge, Joseph T.-229 Frame Ave.

7. Application for a Temporary "Class B" Retailer's License received from St. John the Evangelist to sell fermented malt beverages and wine at "Small Plates, Big Hearts!" event to be held indoors Feb. 22, 2020 from 5:00 p.m. to 9:30 p.m. at 8500 W. Cold Spring Rd. Beer premises: SW corner of gym, excluding a 15 x 15 sq. ft. area where the wine is being served. Wine premises: a 15 x 15 sq. ft. area in the gym. *Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)(12).*
8. Application for a Temporary Class "B" Retailer's License received from St. John the Evangelist to sell fermented malt beverages at Lenten Fish Fry to be held indoors on Feb. 28, 2020 from 4:00 p.m. to 7:00 p.m. in the gym at 8500 W. Cold Spring Rd. *Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)(12).*
9. Application for a Temporary Class "B" Retailer's License received from St. John the Evangelist to sell fermented malt beverages at Lenten Fish Fry to be held indoors on March 20, 2020 from 4:00 p.m. to 7:00 p.m. in the gym at 8500 W. Cold Spring Rd. *Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)(12).*
10. Application for a Temporary Class "B" Retailer's License received from St. John the Evangelist to sell fermented malt beverages at Lenten Fish Fry to be held indoors on April 10, 2020 from 4:00 p.m. to 7:00 p.m. in the gym at 8500 W. Cold Spring Rd. *Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)(12).*
11. Approval of schedules of disbursements in the amount of \$27,678,035.53 (P. Schafer)
12. Discussion and decision to approve a job description for a Forestry Intern and authorize the recruitment of one intern (Neighborhood Services)
13. Approval of mileage reimbursements in the amount of \$602.38 (P. Schafer)
14. Adopt a Resolution Authorizing Execution of Intergovernmental Agreements with the City of Milwaukee for the Purpose of Providing Police and Fire Support Services for the 2020 Democratic National Convention

L. Items for future agenda

M. Adjourn

PLEASE NOTE: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aids. For additional information or to request this service, contact the Department of Human Resources at 329-5208, (FAX) 543-6158, TDD 1-800-947-6644 (Wisconsin Telecommunications Relay System), or by writing to the Director of Human Resources/ADA Coordinator at Greenfield City Hall, 7325 West Forest Home Avenue, Room 101, Greenfield, WI 53220. Greenfield City Hall is wheelchair accessible from the west and south entrances.

ORDINANCE NO. ____

Ordinance to amend the official Greenfield Zoning Map by rezoning the property located at 3200 S. 103 St. from C-2 Community Commercial District to C-4 Regional Business District.
(Tax Key No. 524-8986-034)

WHEREAS, the Common Council of the City of Greenfield conducted a public hearing in the Common Council Chambers of City Hall at Greenfield, Wisconsin, on Wednesday, the 19th day of February, 2020, at 7:00 p.m. or soon thereafter, upon a proposal to rezone the property located at 3200 S. 103 St. from C-2 Community Commercial District to C-4 Regional Business District; and,

WHEREAS, Notice of said hearing has been duly published in the official City of Greenfield newspaper and a period of at least ten (10) days has expired after the last publication before said hearing, as required by State Statutes.

The Common Council of the City of Greenfield do ordain as follows:

PART I. The Official Greenfield Zoning Map described in Section 21.04.0102 of the Municipal Code is hereby amended to provide that the following described land shall be and is hereby rezoned from C-2 Community Commercial District to C-4 Regional Business District to-wit:

That part of the Northwest ¼ of Section 17, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, State of Wisconsin which is bounded and described as follows:

Lots 1 and 2 of Certified Survey Map No. 8402, being a part of the Northwest ¼ of Section 17, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

Said land contains approximately 5.00 acres, more or less, including the respective rights-of-way and is located at:

3200 S. 103 St. (Tax Key No. 524-8986-034)

PART II. 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.

PART III. All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

PART IV. This ordinance shall take effect and be in force from and after its passage and publication.

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 19th day of February, 2020.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

Cc: Engineering Division

RESOLUTION NO. ____

Special Use Permit for Bargain Thrift Mart, a proposed resale shop, to be located at 4450 S. 108 St., submitted by Brad Peterson, d/b/a Premier Liquidation, LLC. (Tax Key No. 608-9991-002)

WHEREAS, Brad Peterson, d/b/a Premier Liquidation, LLC, duly filed with the City Clerk an application for a Special Use Permit, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code, to establish a resale shop at 4450 S. 108 St.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on February 19, 2020, at 7:00 p.m. or soon thereafter, in the Common Council Chambers to consider the application; and,

WHEREAS, the Common Council, having carefully considered the evidence presented at the public hearing and the following pertinent facts noted:

1. The applicant, Brad Peterson, d/b/a Premier Liquidation, LLC, owns Bargain Thrift Mart, to be located at 4450 S. 108 St., Greenfield, WI 53228.
2. The property is owned by Roberta A. Konzal and Dennis Konzal & Roberta Konzal 2004 Revocable Trust, 4313 N. Katmai Rd., Mesa, AZ 85215.
3. Bargain Thrift Mart will occupy approximately 10,000 sq. ft. of the multi-tenant commercial building located at 4450 S. 108 St., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

Parcel 2 of Certified Survey Map No. 3639, being a part of the Southwest $\frac{1}{4}$ of Section 20, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

Tax Key No. 608-9991-002

Said land being located at 4450 S. 108 St.

4. The applicant is proposing to establish a resale shop within the existing multi-tenant commercial building.
5. The aforesaid premise is zoned C-4 Regional Business District under the Zoning Ordinance of the City of Greenfield, which permits Used Merchandise Stores as a Special Use, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code.
6. The subject property is part of an area along the S. 108 St. corridor that is developed for commercial uses. Properties to the north and south are developed as commercial. Properties to the east are developed as a park. Properties to the west are vacant.
7. The proposed development should not adversely contribute to traffic volumes or traffic flow in the area.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Greenfield that the application of Brad Peterson, d/b/a Premier Liquidation, LLC, to establish a resale shop, to be located at 4450 S. 108 St., be, and is hereby granted on the following grounds:

That the establishment, maintenance and operation of the proposed use, with the imposition of certain conditions hereinafter set forth, reasonably satisfies the standards set forth in Sec. 21.04.0603 and Sec. 21.08.0103 of the Municipal Code, so as to permit the issuance of a special use permit as therein provided.

BE IT FURTHER RESOLVED that said Special Use Permit is granted subject to the following conditions:

1. Site and Landscaping Plans. The grant of this Special Use Permit is subject to and conditioned upon the Site Plan and all other applicable conditions approved by the Plan Commission on January 14, 2020 and by the Common Council on February 19, 2020. No alteration or modification of the approved plan shall be permitted without approval by the Common Council.
2. Building Plans and Fire Codes. The grant of this Special Use is subject to building plans being submitted to and approved by the Inspection Services Division and by the Fire Department.
3. Hours of Operation. The allowable hours of operation for Bargain Thrift Mart will be 9:00am – 8:00pm, seven (7) days/week.
4. Off-Street Parking. The entire building, under the category of “Miscellaneous retail stores,” requires one hundred and fourteen (114) off-street parking stalls. Seventy-Four (74) off-street parking stalls are to be provided on site. The Common Council may waive the parking shortage.
5. Signage. Signage shall be in compliance with the City’s Signage Ordinance. Any building window signage shall not exceed twenty-five (25) percent of the net glazed front window area per business premises. Rope/LED trim lighting shall not be allowed.
6. Public Nuisance. In accordance with Chapter 11 of the Municipal Code, Public Nuisances are prohibited. Public Nuisances include blighted properties due to an accumulation thereon of junk or other unsightly debris. Enforcement and abatement of public nuisances, including revocation of the Special Use Permit, may take place after three (3) or more nuisance activities have occurred at a premise on separate days during a one hundred and eighty (180) day period.
7. Marketing Displays. The use of pennants, special lighting, flags, streamers or other signage typically temporary in nature, hanging, floating or attached to a structure or vehicle shall not be permitted.

8. Outdoor Lighting. All outdoor lighting fixtures shall be shielded in such a manner that no light splays from the property boundaries. Full-cut off fixtures and or house side shields must be utilized to minimize light splay. Rope/LED trim lighting is not permitted.
9. Litter. Employees shall inspect the area and the immediate vicinity and pick up litter on a daily basis.
10. Refuse Collection. All refuse to be provided by a commercial hauler. All refuse, recyclables and other waste material shall be screened from by a four-sided board-on-board refuse enclosure provided on site.
11. Pest Control. Exterior pest control shall be maintained at all times and pest control problems shall be addressed immediately.
12. Pagers, Intercoms. The use of outdoor pagers, intercoms, or speakers shall not be permitted on site as surrounding land use consists of residential uses.
13. Noxious Odors, Etc. The use shall not emit foul, offensive, noxious or disagreeable odors, gases, or effluvia into the air. Mechanical systems shall be maintained to efficiently remove noxious odors.
14. Pollution. The use shall not cause any noxious or unwholesome liquid or substance or any dirt, mud, sand, gravel, or stone refuse or other materials to be deposited upon any public right of way or flow into any sanitary sewer, storm sewer, or water supply system, or onto adjacent properties.
15. Deliveries and Refuse Pickup. The property will be required to abide by the City of Greenfield health/public nuisance rules per Chapter 12 of the Municipal Code. Because there is a residential neighborhood adjacent to the site, delivery operations and refuse pick up shall only be permitted during daytime hours. These functions shall not be permitted between the hours of 9:00 p.m. and 7:00 a.m.
16. Expiration of Special Use Permit. Any special use approved by the Common Council shall lapse and become null and void one (1) year from and after that approval if the use has not commenced, construction is not underway, or the owner has not obtained a valid building permit. An extension of these time limitations may be granted without a public hearing by the Common Council by resolution reauthorizing the special use in accordance with the following criteria:
 - A. The applicant requesting the extension shall complete a planning application available from the Community Development Division and shall submit a \$350.00 special use permit review/amendment fee.
 - B. A written explanation for the extension of time shall accompany the planning application along with a timeline/schedule for obtaining necessary permits, zoning, state and municipal approvals and a target date for construction start;

C. The request for extension shall be submitted within sixty (60) days of the expiration of the special use permit;

D. The extension, if granted, shall be valid for a period of six (6) months. If no building permit has been issued and construction has not commenced within six (6) months from and after the extension has been granted, the special use shall become null and void.

17. Miscellaneous.

A. Applicants are advised that the foregoing conditions are reasonably necessary to protect the public interest and to secure compliance with the standards and requirements specified in Sec. 21.04.0603 and Sec. 21.08.0103 of the Municipal Code; that the issuance of the special use is expressly subject to compliance with said conditions.

B. The use, as granted herein, is subject to applicants' compliance with all other state and local laws and regulations which may be applicable to the proposed use of the real estate in question.

C. The special use, as granted herein, shall run with the land and benefit and restrict all future owners and occupants of the property, unless the use shall lapse or be terminated and the use will not be altered or extended (including structural alterations and/or additions) without the approval of the Common Council, following public hearing, all as provided in Sec. 21.04.0603 and Sec. 21.08.0103 of the Municipal Code.

18. Lapse. If the applicant does not meet all of the terms and conditions set forth in this grant of a special use within one year of the granting thereof, then the Special Use Permit shall lapse and become null and void and the applicant shall forfeit any right to use the property as conferred by the Special Use Permit. The failure of the applicant to meet the terms and conditions of the Special Use Permit shall subject the permit to being declared void by the Common Council after notice to the applicant and a hearing before the Common Council. Upon a finding by the Common Council on the matter, the applicant and/or any interested person may make comments regarding the matter to the Common Council prior to the Common Council's next regular meeting following the hearing recommendation. Upon the Common Council's finding that the Special Use Permit has lapsed and become void, the applicant shall cease all operations at the property.

19. Termination of Special Use. If the person or entity granted the special use violates, allows or suffers the violation of the ordinances of the City of Greenfield, the State of Wisconsin or the United States on the premises covered by the special use, then the special use may be terminated.

20. Acknowledgement. That the applicants sign an acknowledgment that he/she/they has/have received these terms and conditions and will abide by them.

The undersigned applicant agrees to the terms and conditions and has agreed that the grant of the Special Use Permit is conditioned on meeting the terms and conditions of this resolution.

Brad Peterson, d/b/a Premier Liquidation, LLC

Philip Jurceka, Owner

Provided to applicant on the
_____ day of _____, 2020

Community Development Manager

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the _____
day of _____, 2020.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

RESOLUTION NO. ____

Special Use Permit for Holistic Home & Hospice, a proposed home health care service, to be located at 8777 W. Forest Home Ave., submitted by Sahr Lebbie, d/b/a Holistic Home & Hospice. (Tax Key No. 615-9945-003)

WHEREAS, Sahr Lebbie, d/b/a Holistic Home & Hospice, duly filed with the City Clerk an application for a Special Use Permit, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code, to establish a home health care service at 8777 W. Forest Home Ave.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on February 19, 2020, at 7:00 p.m. or soon thereafter, in the Common Council Chambers to consider the application; and,

WHEREAS, the Common Council, having carefully considered the evidence presented at the public hearing and the following pertinent facts noted:

1. The applicant, Sahr Lebbie, d/b/a Holistic Home & Hospice, owns Holistic Home & Hospice, located at 8777 W. Forest Home Ave., Greenfield, WI 53228.
2. The property is owned by Dharmesh Ghelani, 5514 W River Park Ct, Franklin, WI 53132.
3. Holistic Home & Hospice will occupy approximately 3,770 sq. ft. of the multi-tenant commercial building located at 8777 W. Forest Home Ave., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

Lot 2 of Certified Survey Map 695, being a part of the Northwest ¼ of Section 28, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

Tax Key No. 615-9945-003

Said land being located at 8777 W. Forest Home Ave.

4. The applicant is proposing to establish a home health care service within the existing multi-tenant commercial building.
5. The aforesaid premise is zoned C-1 Neighborhood Commercial District under the Zoning Ordinance of the City of Greenfield, which permits Home Health Care Services as a Special Use, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code.
6. The subject property is part of an area along the W. Forest Home Ave. corridor that is developed for mixed uses. Properties to the north, south, and west are developed as residential. Properties to the east are developed as institutional.

7. The proposed development should not adversely contribute to traffic volumes or traffic flow in the area.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Greenfield that the application of Sahr Lebbie, d/b/a Holistic Home & Hospice, to establish a home health care service, to be located at 8777 W. Forest Home Ave., be, and is hereby granted on the following grounds:

That the establishment, maintenance and operation of the proposed use, with the imposition of certain conditions hereinafter set forth, reasonably satisfies the standards set forth in Sec. 21.04.0603 and Sec. 21.08.0103 of the Municipal Code, so as to permit the issuance of a special use permit as therein provided.

BE IT FURTHER RESOLVED that said Special Use Permit is granted subject to the following conditions:

1. Site and Landscaping Plans. The grant of this Special Use Permit is subject to and conditioned upon the Site and Landscaping Plan and all other applicable conditions approved by the Plan Commission on January 14, 2020 and by the Common Council on February 19, 2020. No alteration or modification of the approved plan shall be permitted without approval by the Common Council.
2. Building Plans and Fire Codes. The grant of this Special Use is subject to building plans being submitted to and approved by the Inspection Services Division and by the Fire Department.
3. Hours of Operation. The hours of operation for Holistic Home & Hospice will be 8:00am – 5:00pm, Monday - Friday.
4. Off-Street Parking. The entire building requires twenty-two (22) off-street parking stalls. Twenty-one (21) off-street parking stalls are to be provided on site; however, a reduction of three (3) provided spaces may be approved if the Community Development Manager determines that there are significant site space restrictions. The Common Council may waive the parking shortage.
5. Signage. Signage shall be in compliance with the City's Signage Ordinance. Any building window signage shall not exceed twenty-five (25) percent of the net glazed front window area per business premises. Rope/LED trim lighting shall not be allowed.
6. Public Nuisance. In accordance with Chapter 11 of the Municipal Code, Public Nuisances are prohibited. Public Nuisances include blighted properties due to an accumulation thereon of junk or other unsightly debris. Enforcement and abatement of public nuisances, including revocation of the Special Use Permit, may take place after three (3) or more nuisance activities have occurred at a premise on separate days during a one hundred and eighty (180) day period.

7. Marketing Displays. The use of pennants, special lighting, flags, streamers or other signage typically temporary in nature, hanging, floating or attached to a structure or vehicle shall not be permitted.
8. Outdoor Lighting. All outdoor lighting fixtures shall be shielded in such a manner that no light splays from the property boundaries. Full-cut off fixtures and or house side shields must be utilized to minimize light splay. Rope/LED trim lighting is not permitted.
9. Litter. Employees shall inspect the area and the immediate vicinity and pick up litter on a daily basis.
10. Refuse Collection. All refuse to be provided by a commercial hauler. All refuse, recyclables and other waste material shall be screened from view by a four-sided board-on-board refuse enclosure provided on site.
11. Pest Control. Exterior pest control shall be maintained at all times and pest control problems shall be addressed immediately.
12. Pagers, Intercoms. The use of outdoor pagers, intercoms, or speakers shall not be permitted on site as surrounding land use consists of residential uses.
13. Noxious Odors, Etc. The use shall not emit foul, offensive, noxious or disagreeable odors, gases, or effluvia into the air. Mechanical systems shall be maintained to efficiently remove noxious odors.
14. Pollution. The use shall not cause any noxious or unwholesome liquid or substance or any dirt, mud, sand, gravel, or stone refuse or other materials to be deposited upon any public right of way or flow into any sanitary sewer, storm sewer, or water supply system, or onto adjacent properties.
15. Deliveries and Refuse Pickup. The property will be required to abide by the City of Greenfield health/public nuisance rules per Chapter 12 of the Municipal Code. Because there is a residential neighborhood adjacent to the site, delivery operations and refuse pick up shall only be permitted during daytime hours. These functions shall not be permitted between the hours of 9:00 p.m. and 7:00 a.m.
16. Expiration of Special Use Permit. Any special use approved by the Common Council shall lapse and become null and void one (1) year from and after that approval if the use has not commenced, construction is not underway, or the owner has not obtained a valid building permit. An extension of these time limitations may be granted without a public hearing by the Common Council by resolution reauthorizing the special use in accordance with the following criteria:
 - A. The applicant requesting the extension shall complete a planning application available from the Community Development Division and shall submit a \$350.00 special use permit review/amendment fee.

B. A written explanation for the extension of time shall accompany the planning application along with a timeline/schedule for obtaining necessary permits, zoning, state and municipal approvals and a target date for construction start;

C. The request for extension shall be submitted within sixty (60) days of the expiration of the special use permit;

D. The extension, if granted, shall be valid for a period of six (6) months. If no building permit has been issued and construction has not commenced within six (6) months from and after the extension has been granted, the special use shall become null and void.

17. Miscellaneous.

A. Applicants are advised that the foregoing conditions are reasonably necessary to protect the public interest and to secure compliance with the standards and requirements specified in Sec. 21.04.0603 and Sec. 21.08.0103 of the Municipal Code; that the issuance of the special use is expressly subject to compliance with said conditions.

B. The use, as granted herein, is subject to applicants' compliance with all other state and local laws and regulations which may be applicable to the proposed use of the real estate in question.

C. The special use, as granted herein, shall run with the land and benefit and restrict all future owners and occupants of the property, unless the use shall lapse or be terminated and the use will not be altered or extended (including structural alterations and/or additions) without the approval of the Common Council, following public hearing, all as provided in Sec. 21.04.0603 and Sec. 21.08.0103 of the Municipal Code.

18. Lapse. If the applicant does not meet all of the terms and conditions set forth in this grant of a special use within one year of the granting thereof, then the Special Use Permit shall lapse and become null and void and the applicant shall forfeit any right to use the property as conferred by the Special Use Permit. The failure of the applicant to meet the terms and conditions of the Special Use Permit shall subject the permit to being declared void by the Common Council after notice to the applicant and a hearing before the Common Council. Upon a finding by the Common Council on the matter, the applicant and/or any interested person may make comments regarding the matter to the Common Council prior to the Common Council's next regular meeting following the hearing recommendation. Upon the Common Council's finding that the Special Use Permit has lapsed and become void, the applicant shall cease all operations at the property.

19. Termination of Special Use. If the person or entity granted the special use violates, allows or suffers the violation of the ordinances of the City of Greenfield, the State of Wisconsin or the United States on the premises covered by the special use, then the special use may be terminated.

20. Acknowledgement. That the applicants sign an acknowledgment that he/she/they has/have received these terms and conditions and will abide by them.

The undersigned applicant agrees to the terms and conditions and has agreed that the grant of the Special Use Permit is conditioned on meeting the terms and conditions of this resolution.

Sahr Lebbie, d/b/a Holistic Home & Hospice

Dharmesh Ghelani, Owner

Provided to applicant on the
_____ day of _____, 2020

Community Development Manager

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the _____
day of _____, 2020.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

PACKETS FOR WEDNESDAY, 02 / 12 / 2020 FINANCE MEETING

AP DISBURSEMENT SCHEDULES:

AP CHECKS	1/24/2020	\$	514,679.61
AP CHECKS	1/31/2020	\$	191,145.06
WIRE TRANSFERS	JAN 2020	\$	26,787,134.27
P-CARDS/JANUARY 2020 STATEMENT	1/23/2020	\$	174,624.68
TAX REFUNDS	1/29/2020	\$	9,094.64
TAX REFUNDS	2/5/2020	\$	1,357.27
TOTAL \$			27,678,035.53

CC: PAULA

CC; FINANCE FOLDER



Common Council Meeting

Introduced By: Department of Neighborhood Services

Date Introduced: February 19, 2020

RELATING TO:

Discussion and decision to approve a job description for a Forestry Intern and authorize the recruitment of one intern.

SUMMARY:

The City has a long history of success hosting interns across various program areas. The success is tied to student interns assisting professional staff.

Public Works proposes funding this position through a combination of tax levy (50%) and grant funds (50%). Funding is currently available in the current approved budget.

The creation of the Forestry Intern position will provide a valuable benefit to the city, and provide the student with practical experience that will help them find future professional, permanent employment.

FINANCIAL:

We propose that the rate of pay be set at \$12.50 per hour, which is 50 cent more than the current wage for interns. The justification is that this position will work outdoors in conditions similar to seasonal laborers, whose rate is also \$12.50 per hour.

The grant will fund 50% of the intern's wages.

RECOMMENDATION:

ATTACHMENTS: KEY ISSUES ____ BACKGROUND ____ RESOLUTION ____ FISCAL NOTE ____
MOTION ____ OTHER ____



FORESTRY INTERN

Classification

Non-Exempt

Department/Division

Public Works Division

Reports to

Superintendent of Public Works

Summary/Objective

The Forestry Intern will provide semi-professional level assistance to the Division of Public Works Forestry needs. The primary focus will be on tree data collection to update the existing tree inventory. Working under the supervision of the Superintendent, using modern data collection equipment and processes, the Forestry Intern will gain valuable experience related to modern urban forestry practices.

Essential Functions

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed within are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disability to perform essential functions.

- Identify most common tree species in our geographic area.
- Possess a working knowledge of binomial nomenclature (the use of Scientific and common tree names).
- Possess an understanding of basic tree physiology and structure to assess tree condition.
- Assist in the evaluation of the city forestry infrastructure.
- Attend and participate in project related meetings.
- Prepare short memos and reports.

Competencies

- Communication Proficiency
- Thoroughness
- Detail Orientated
- Technical Ability
- Problem Solving/Analysis

- Organization Skills
- Presentation Skills
- Time Management Skills
- Collaboration Skills
- Customer Relations Focus

Language and Reasoning Abilities:

- To be able to verbally communicate with the general public and other city employees in a clear, effective, and respectful manner.
- Excellent written communication skills.
- Ability to define problems, collect data, establish facts, and draw valid conclusions.

Mathematical Skills:

- Ability to read and understand statistical materials.
- Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

Position Type and Expected Hours of Work

This is a part-time position, with normal business hours of 7:00 am – 3:30 pm Monday through Friday. The City may be flexible with work hours based on school schedule, as mutually agreed upon with supervisor. Ability to work odd hours when required, such as during special events or situations as they occur.

Travel

None.

Required Education/Training and Experience

Enrolled in or completed an accredited diploma or degree program with a focus on Forestry or Horticulture.

Other Qualifications:

Applicants must have a valid driver's license and be at least 18 years of age at the time of hire.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to reach with hands and arms; stoop, kneel, crouch, or crawl; and talk or hear. The employee is occasionally required to sit, use hands to handle, and talk or hear. The employee must occasionally lift and move up to 30 lbs. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

Work Environment:

The work environment characteristics are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee will be exposed to outside weather conditions

ranging from extremely hot to moderate to extremely cold conditions. The noise level in the work environment may be occasionally loud.

Equipment Used:

Computer, mobile laptop or tablet device, copy machine, telephone, tape and wheel measuring devices and automobile or pickup truck.

Pre-Employment Requirements:

Applicants will be required to submit to a pre-employment physical exam and drug screening. Applicants may be fingerprinted and a record check made of local, state or federal authorities. A conviction is not an automatic bar to employment.

Salary And Benefits:

Wages are determined by the Employee Classification Ordinance and any available grant funds, no benefits.

Other Duties

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

AAP/EEO Statement

It is the policy of the City of Greenfield not to discriminate unlawfully against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, disability, national origin, creed, marital status, citizenship status, veteran status, membership in the military or national guard, use of a lawful product while off duty, ancestry, sexual orientation, arrest, or conviction record or any other characteristic protected by state or federal law. This policy shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or other compensation; and selection for training, including apprenticeship. This City further agrees to take affirmative action to ensure equal employment opportunities.

Hanna Montes

From: Amy Kotze
Sent: Tuesday, February 4, 2020 10:27 AM
To: Hanna Montes
Subject: RE: F&HR 2-12-20 mileage

Hi Hanna. Absolutely!

The amount is \$602.38.

Thank you,
Amy

From: Hanna Montes
Sent: Tuesday, February 4, 2020 10:20 AM
To: Amy Kotze <Amy.Kotze@greenfieldwi.us>
Subject: F&HR 2-12-20 mileage

Hi Amy,

Since you'll be on vacation could I please get the mileage from you for the F&HR meeting next week?

Thank you,

Hanna Montes
Administrative Assistant
City of Greenfield
Mayor & Human Resources
7325 W Forest Home Ave
Greenfield, WI 53220
Ph (414) 329-5206
Fax (414) 543-6158



Committee: Common Council

Item Number:

Introduced By: Brian C. Sajdak, City Attorney
Jay Johnson, Police Chief
Jon Cohn, Fire Chief

Date Introduced: February 19, 2020

RELATING TO: A Resolution Authorizing Execution of Intergovernmental Agreements with the City of Milwaukee for the Purpose of Providing Police and Fire Support Services for the 2020 Democratic National Convention

SUMMARY:

As part of the 2020 DNC Convention, the City of Milwaukee has sought to enter into Intergovernmental Agreements with various surrounding communities for the purpose of providing police, fire and other public service support. The convention, and the associated public safety demands, will be a massive undertaking. These agreements specify the terms under which the Greenfield Police and Fire Departments will provide service to Milwaukee as part of providing mutual aid for the convention.

The City Attorney's Office has negotiated the terms of the agreements with the Milwaukee's City Attorney's Office and the proposed resolution approves those agreements which reflect those negotiations. Given the significant need for mutual aid services (the Milwaukee City Attorney indicates that their office is processing 166 of these agreements with communities throughout Wisconsin and Northern Illinois), the agreements reflect the best approach to coordinating all of those different parties in a consistent manner.

Under the agreement, the City will be reimbursed for its expenses for employees who are working at the convention. However, there may be some costs associated with travel and training that would not be reimbursed as part of the agreement, the exact nature of which have not yet been determined. In the event that such unreimbursed costs arise, City staff will make efforts to seek recovery of those costs from other sources as may be available.

Recommendation:

Approve A Resolution Authorizing Execution of Intergovernmental Agreements with the City of Milwaukee for the Purpose of Providing Police and Fire Support Services for the 2020 Democratic National Convention.

ATTACHMENTS: KEY ISSUES ___ BACKGROUND ___ RESOLUTION X FISCAL NOTE ___
MOTION ___ OTHER ___ Agreement

COMMON COUNCIL
OF THE
CITY OF GREENFIELD

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING EXECUTION OF INTERGOVERNMENTAL
AGREEMENTS WITH THE CITY OF MILWAUKEE FOR THE
PURPOSE OF PROVIDING POLICE AND FIRE SUPPORT SERVICES
FOR THE 2020 DEMOCRATIC NATIONAL CONVENTION

WHEREAS, the City of Milwaukee has been designated as the host city of the 2020 Democratic National Convention to be held July 13 to 16, 2020 at the Fiserv Forum and many surrounding venues throughout the Metropolitan Area; and

WHEREAS, 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; and

WHEREAS, the City of Milwaukee, through its Police and Fire Departments, is responsible for coordinating local law enforcement, fire safety and other public service efforts in compliance with the Security Plan; and

WHEREAS, the City of Milwaukee seeks to procure the assistance of additional law enforcement personnel to provide services required by the Security Plan during the Convention Security Period; and

WHEREAS, Wisconsin Statutes §§ 66.0301 and 66.0313 authorize municipalities to enter into intergovernmental agreements for the purpose of providing mutual aid in circumstances such as the Convention;

WHEREAS, 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.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Greenfield as follows:

1. That the Intergovernmental Agreements between the City of Greenfield and the City of Milwaukee for police and fire services for the 2020 Democratic National Convention in the forms attached are hereby approved subject to any minor or technical changes as may be deemed necessary and appropriate by the City Attorney as may be consistent with this approval.

2. That the Mayor and other Officials specified in the agreements are authorized and directed to execute and deliver the same to the City of Milwaukee.

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 19th day of February, 2020.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

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

City of Greenfield

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

1. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Parties” means the City and Agency, collectively.

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

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

“USSS” means the United States Secret Service.

2. Authority.

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

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

3. Background.

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

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

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

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

3.5. Agency provides law enforcement services to the City of Greenfield, Wisconsin under the police powers and law enforcement authority granted under applicable state law.

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

4. Organizational Structure.

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

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

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

5. Agency Responsibilities.

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

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

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

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

which Agency Personnel shall comply with at all times while functioning under the terms of this Agreement.

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

5.6. [Intentionally left blank.]

5.7. Agency Personnel Names to be Sent to City MPD. Agency will provide to City MPD a list of all Agency Personnel that Agency intends to provide under this Agreement by March 1, 2020. The list shall be provided in the following format attached as Exhibit A. An electronic version of this spreadsheet will be made available upon request.

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

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

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

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

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

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

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

5.9. Agency Personnel Equipment.

5.9.1. Each LEO shall be equipped by Agency at Agency's own expense, with a seasonally appropriate patrol uniform and equipment, including but not limited to: service belts, service weapon, radio, 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 April 1, 2020. Any equipment, gear, service weapons or munitions that are not included on the equipment list may not be used by Agency Personnel during the Convention unless (a) Agency notifies City MPD in writing no later than June 1, 2020, and (b) City MPD consents In Writing to the use of the requested additional equipment.

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

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

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

jurisdiction. That prioritization decision belongs solely to Agency and Agency may recall its Agency Personnel in accordance with the termination procedures set forth in Section 14. of this Agreement.

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

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

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

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

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

7. Payment Terms.

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

federal grant. The City expects to be awarded the federal grant in early 2020. Any costs incurred by Agency prior to receiving pre-approval pursuant to subsection 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. Failure of City to Obtain Security Grant. Irrespective of any other term of this Agreement, should City fail to be awarded a federal security grant sufficient to cover the costs of all of City's security obligations under the Security Plan, Agency shall have no obligation to provide the services described in this Agreement and City shall not be obligated to remit the funds described in this Agreement to Agency unless reimbursed for such costs by the Host Committee, the DNC or any other entity.

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

8. Law Enforcement Procedures.

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

8.2. Activities. Law enforcement methods employed by the LEOs shall conform to the lawful commands of the City MPD Commanding Officer or his/her

designee, City MPD Policies, City of Milwaukee Municipal Code of Ordinances, Wisconsin law, the United States Constitution, and other applicable law.

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

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

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

11. **Independent Contractor.**

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

11.2. Agency Personnel Remain Employees of Agency. Except to the extent covered by reimbursement by City compensation for Agency Personnel specifically set forth in this Agreement, Agency acknowledges and affirms that Agency remains fully responsible for any and all obligations as the employer of its Agency Personnel, including among other things: responsibility for the payments of: (i) earnings; (ii) overtime earnings; (iii) withholdings; (iv) insurance coverage; (v) workers' compensation; (vi) death benefits; (vii) medical and legal indemnity where lawful and appropriate; and (viii) all other requirements by law, regulations, ordinance or contract. Agency 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 March 1, 2020, upon a determination that it must do so to meet its own staffing needs. Upon such termination, Agency shall fully refund to City all costs, funds, or other payments that the City may have paid to Agency pursuant to this Agreement.

14.2.2. Agency may terminate this Agreement after March 1, 2020, only upon the occurrence of an Agency Emergency Event. 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.

14.3. 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 Jay A. Johnson
City of Greenfield Police Department
5300 West Layton Avenue
Greenfield, Wisconsin 53220
jay.johnson@gfpd.org

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 _____, 2020.

Martin Matson, City Comptroller

Dated this _____ day of _____, 2020.

Authorizing Resolution: 191192

Approved as to Form and Execution:

Office of the City Attorney

Dated this _____ day of _____, 2020.

CITY OF GREENFIELD

Michael J. Neitzke, Mayor

Dated this _____ day of _____, 2020.

Jennifer Goergen, City Clerk

Dated this _____ day of _____, 2020.

Paula Schafer, Comptroller

Dated this _____ day of _____, 2020.

Jay A. Johnson, Chief of Police
Dated this _____ day of _____, 2020.

Approved as to Form:

Brian C. Sajdak, City Attorney
Dated this _____ day of _____, 2020.

Exhibit A

List of Agency Personnel and Commanding Officer

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

Agency:					
Agency Commanding Officer:					
Date:					
Commanding Officer Signature:					
Name	Payroll ID Number	LEO Rank	Hourly Wage Rate / Overtime Rate	Hourly Fringe Benefit Cost	Mobile Field Force Training completed? yes/no

Exhibit B

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

Exhibit C

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

Exhibit D

Additional Expenditure Authorization Form - "In Writing"

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

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

Intergovernmental Agreement for Fire & Other Protection Services
for the 2020 Democratic National Convention in Milwaukee, Wisconsin

City of Greenfield

This Intergovernmental Agreement for Fire & Other Protection Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin is made as of February ___, 2020, (the “Effective Date”) by and between the City of Milwaukee, Wisconsin (“City”) and the City of Greenfield, Wisconsin (the “Agency”) for the provision of Fire & Other Protection Services, as defined below, to facilitate the safe and secure completion of scheduled Convention events and the protection of Convention dignitaries.

1. Definitions.

“Agreement” means this Intergovernmental Agreement for Fire & Other Protection 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 MFD Commanding Officer and to coordinate Agency Personnel in such a manner as to carry out those assignments. Agency Commanding Officer(s) shall be identified as such in Exhibit A.

“Agency Personnel” means any and 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 firefighters, EMTs, paramedics, HazMat team members and other fire and rescue personnel employed by the Agency that are licensed or certified to perform such work according to Wisconsin state law and the local laws of the Agency.

“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 MFD.

“City MFD” means the City of Milwaukee Fire Department, a department of the City.

“City MFD Commanding Officer” means any City MFD staff holding any of the following positions: Incident Commander, Branch Director or Division Supervisor, as identified to Agency Personnel upon receiving their Convention assignment from the City MFD.

“City MFD Policies” means City MFD’s standard operating procedures, along with those state and local laws regulating Fire & Other Protection Services in the State of Wisconsin and the City of Milwaukee. City MFD Policies are available to Agency upon request.

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

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

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

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

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

“Fire & Other Protection Services” means fire, emergency medical services (EMS), HazMat, technical rescue and any other services typically provided by a fire department. Fire & Other Protection Services includes the services of personnel but not the provision or usage of equipment owned by Agency other than personal equipment described in Section 5.9., below.

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

“In Writing” means a written document signed by a City MFD Commanding Officer utilizing forms created by City MFD. 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.

“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.

“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 and Fire & Other Protection 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 § 66.0301 allows a Wisconsin municipality to contract with other municipalities and with federally recognized Indian tribes and bands in Wisconsin for the receipt or furnishing of services, including Fire & Other Protection Services, or the joint exercise of any power or duty required or authorized by law.

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

3. Background.

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

3.2. The Convention has been or is expected to be classified by the USDHS 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 MFD is responsible for coordinating Fire & Other Protection Services 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 fire department personnel to provide services required by the Security Plan during the Convention Security Period.

3.5. Agency's fire department provides Fire & Other Protection Services to the City of Franklin, Wisconsin, under the authority granted by 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 or during such other period of time upon mutual written consent of the Agency Commanding Officer and City MFD Commanding Officer. Exhibit A may be amended from time to time upon mutual written consent of the Agency Commanding Officer and City MFD Commanding Officer.

4. Organizational Structure.

4.1. Unified Incident 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 through a unified incident command structure, irrespective of the rank or job title normally held by any member of Agency Personnel within the Agency.

4.2. City MFD is the Lead Local Fire Department. City MFD is the lead local fire department for purposes of Convention Security Plan. City MFD 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 MFD as necessary, or upon request of Agency.

4.3. City MFD Policies to Apply. Agency Personnel performing services under the Agreement will abide by applicable City MFD Policies. Agency acknowledges its possession of and familiarity with the City MFD Policies due to prior interactions between City MFD and Agency under existing mutual aid and other shared services agreements. Agency shall disseminate City MFD Policies to Agency Personnel and shall

ensure that Agency Personnel have been trained on those City MFD Policies before the Convention Security Period. In the event of a conflict between relevant Agency policies and City MFD Policies, Agency will instruct its Agency Personnel to follow City MFD 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 MFD, Agency Personnel shall participate in Convention training activities (whether in person or online) that are coordinated by City MFD, and in conformance with the deadlines specified by City MFD. City MFD shall make reasonable efforts to coordinate the training schedule with Agency, recognizing that City MFD will need to accommodate the schedules of many different agencies.

5.2. Services Limited. Services provided by Agency Personnel shall be limited to Fire & Other Protection Services in which Agency Personnel are already experienced, and are also licensed or certified to participate in under Wisconsin law.

5.3. Agency to Provide Services. Agency shall assign Agency Personnel to complete those assignments provided to Agency by the City MFD 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 MFD Commanding Officer who shall reasonably attempt to accommodate Agency; provided that the decision of the City MFD Commanding Officer and the requirements of the Security Plan shall control.

5.4. Agency Personnel “On Duty.” If required by the assignments provided to Agency by the City MFD 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 MFD presently expects to provide a Field Operations Guide 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 MFD, the Milwaukee Police Department, the City Comptroller or 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 the Milwaukee Police

Department or Milwaukee City Attorney's Office as a witness. Such assistance shall include the provision, by Agency, of personnel or other records in administrative, 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 MFD. Agency will provide to City MFD a list of all Agency Personnel that Agency intends to provide under this Agreement at least 4 months before the Convention Security Period. The list shall be provided in the format provided in Exhibit A and shall specify both the regular hourly wage rates and hourly overtime rates of each Agency Personnel with a description attached to Exhibit A that defines the criteria that would trigger the overtime rate to be charged during the Convention Security Period.

5.8. Agency Personnel Criteria. Each Agency Personnel provided by Agency shall meet the following criteria:

5.8.1. Each Agency Personnel must, at a minimum, be duly licensed or certified as a full-time professional firefighter qualified as a Firefighter Level II with EMT-Basic in the State of Wisconsin. Some Agency Personnel, as determined by City MFD, will be required to hold HazMat or technical rescue certifications or paramedic licenses. Statutory certification and licensing requirements for each Agency Personnel shall be forwarded to the City MFD with the list of all Agency Personnel required by section 5.7. Agency shall provide no Agency Personnel that does not meet these minimum requirements unless agreed to in writing in advance by City MFD.

5.8.2. Each Agency Personnel, by reason of experience, training and physical fitness, must be qualified and capable of performing the duties required of an active duty firefighter, HazMat personnel, EMT or paramedic assigned to an event of the Convention's size and scope and as relevant to that person's individual assignment.

5.8.3. Each Agency Personnel is required to complete training required by the Agency Personnel's Convention assignment as determined by City MFD or USSS.

5.8.4. [Intentionally left blank]

5.8.5. Each Agency Personnel must be an employee in good standing with the Agency. The Agency shall promptly notify City MFD in the event that any Agency Personnel is no longer in good standing with the Agency and the

Agency shall remove that person from the list of Agency Personnel providing services under this Agreement.

5.8.6. No Agency Personnel may have (i) been sued in an individual capacity in the last three years and adjudicated as negligent in providing Fire & Other Protection Services or liable for any civil rights violation, or (ii) had any sustained complaints for failing to comply with an employer's standard operating policies, procedures or guidelines that resulted in an injury to a person or property within the last five years.

5.9. Agency Personnel Equipment.

5.9.1 Each Agency Personnel shall be equipped by Agency at Agency's own expense, with an appropriate uniform and equipment customarily assigned to personnel filling the functions of the Agency Personnel's expected assigned Convention-related duties, including but not limited to: radio, Agency identification and personal protective equipment, or PPE (for firefighters this shall include NFPA-compliant structural firefighting ensemble and self-contained breathing apparatus with face piece).

5.9.2. Any equipment or gear that are not customarily assigned to Agency Personnel by Agency as described in subsection 5.9.1., above, may not be used by Agency Personnel during the Convention unless (a) Agency notifies City MFD in writing no later than April 1, 2020, and City MFD consents In Writing to the use of the requested additional equipment, or (b) such equipment is provided by Agency pursuant to MABAS, as described in subsection 5.9.4.

5.9.3. Equipment sent with Agency Personnel shall be limited to equipment issued by Agency for its employees in the normal course. 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.

5.9.4. All equipment other than personal equipment described in subsection 5.9.1., above, provided by Agency for the Convention shall be provided pursuant the Mutual Aid Box Alarm System ("MABAS") and all terms of existing MABAS agreements shall control with regard to all Agency-owned equipment borrowed by City from Agency for the Convention.

5.10. City MFD Can Decline Agency Personnel. At any time during the term of this Agreement, City MFD 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 MFD declines assignment or deployment of Agency Personnel due to no fault of Agency

or Agency Personnel, City MFD 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 subsec. 14.2. 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 MFD 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 fire department 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 MFD or USSS.

6.2. Transportation and Food. Agency Personnel will commute to and from the City on the days they are assigned to provide Fire & Other Protection Services for the Convention. The commute will be to a location designated by the MFD Commanding Officer based upon Agency Personnel's assignment each day. City will provide food for Agency Personnel while on duty. City MFD 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.

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, and (2) properly supported by itemized receipts to be and/or payroll records submitted along with the form attached hereto as Exhibit B, and supported by all of the documentation set forth in Exhibit C. Upon the City receiving the federal grant described in Section 7.4., below, Exhibit B may be updated to match the then-current federal regulations for the federal grant. The City expects to be awarded the federal grant in early 2020. Any costs

incurred by Agency prior to receiving pre-approval pursuant to (1), above, in this paragraph, 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 by the City MFD during the Convention Security Period, at the rate(s) provided by Agency in the Agency Personnel list required by Section 5.7. Agency Personnel is 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 MFD Commanding Officer or designee and the time that they check out with a City MFD 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 MFD. 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 MFD 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 established for the Agency Personnel by the City MFD Commanding Officer 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 six months before the Convention Security Period, and provide that estimate to Agency. Transportation expenses will be estimated using the then-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 MFD 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, etc.)

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. This right is in addition to and not in lieu of the City's right of termination.

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

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

8. Services and Procedures.

8.1. Limitations of Authority. The services to be provided shall be determined by City MFD and are limited in accordance with the procedures and assignments that shall be provided by City MFD.

8.2. Activities. Methods employed by the Agency Personnel shall conform to the lawful commands of the City MFD Commanding Officer or his/her designee, City MFD 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 administrative proceedings and/or 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 MFD 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. No Business Association. 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.

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

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 for investigation with appropriate notice to Agency.

12. Liability.

12.1. Each Party Responsible for Own Acts or Omissions. Each Party agrees that it will be responsible for its own acts and/or omissions and those of its Agency Personnel, officials, employees, representatives and agents in carrying out the terms of this Agreement to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other Party.

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. [Intentionally Left Blank]

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 hereby confirms that it is a “covered entity” for purposes of the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), and 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. 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 the records retention period described in Section 13.4., above.

13.6. 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.

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 MFD 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 MFD provides Agency with notice of such failure.

14.2. Termination by Agency.

14.2.1. Agency may terminate this Agreement prior to March 13, 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 March 13, 2020, only upon the occurrence of an Agency Emergency Event. 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 subsecs. 14.2.1. and 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 14 calendar days after the Agency provides City with notice of such failure.

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

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

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

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

To the City: Chief Mark Rohlffing
711 West Wells Street
Milwaukee, WI 53233
mrohlff@milwaukee.gov
Via email and paper copy sent via U.S. Mail

With courtesy copies, sent via email, 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

Assistant Chief David Votsis
711 West Wells Street
Milwaukee, WI 53233
dvotsi@milwaukee.gov

Deputy Chief Kevin Hafemann
711 West Wells Street
Milwaukee WI 53233
khafem@milwaukee.gov

To Agency: Chief Jon Cohn
City of Greenfield Fire Department
4333 South 92nd Street
Greenfield, Wisconsin 53228
jon.cohn@gffd.us

With courtesy copies, sent via email, which shall not constitute notice to:

Assistant Fire Chief George Weber
4333 South 92nd Street
Greenfield, WI 53228
george.weber@gffd.us

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

Mark Rohlfing, Fire Chief

Dated this _____ day of _____, 2020.

Martin Matson, City Comptroller

Dated this _____ day of _____, 2020.

Authorizing Resolution: 191192

Approved as to Form and Execution:

Office of the City Attorney

Dated this _____ day of _____, 2020.

CITY OF GREENFIELD

Michael J. Neitzke, Mayor

Dated this _____ day of _____, 2020.

Jennifer Goergen, City Clerk

Dated this _____ day of _____, 2020.

Paula Schafer, Comptroller

Dated this _____ day of _____, 2020.

Jon Cohn, Fire Chief
Dated this _____ day of _____, 2020.

Approved as to Form:

Brian C. Sajdak, City Attorney
Dated this _____ day of _____, 2020.

Exhibit A

List of Agency Personnel to be provided to City MFD

Agency:					
Agency Commanding Officer:					
Date:					
Commanding Officer Signature:					
Name	Payroll ID Number	Job Description	Hourly Wage Rate / Overtime Rate	Hourly Fringe Benefit Cost	Certifications / Licenses

Exhibit B

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

Portions in yellow will be updated after the federal DOJ BJA grant is awarded in early 2020

Exhibit C

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