A. Call to Order and Roll Call.

B. Citizen Comment Period.


D. Hearings.

E. Organizational Business – Mayoral Appointment of Amy Marzofka, 7950 S. 61st St., Ald. Dist. 5 - Board of Health (2 year unexpired term expiring 04/30/2020).

F. Letters and Petitions.

G. Reports and Recommendations:
   1. West Marquette Avenue Public Road Extension Construction Development.
   2. Request for Approval of Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention.
   5. A Resolution for Acceptance of Easements for Ryanwood Manor Sanitary Sewer, Water Main, Storm Drainage and Storm Water Management Access on the Northwest Corner of S. 76th Street and W. Oakwood Road.
   6. A Resolution Authorizing Certain Officials to Accept a Conservation Easement for and as Part of the Approval of a Special Use for Five 8-Unit Multi-Family Residential Apartment Buildings (40 Units) Use Upon Property Located at Approximately South Scepter Drive and West Church Street (William Bodner, Managing Member, Bodner Property Management, LLC, Applicant).
   7. A Resolution Authorizing Certain Officials to Accept a Landscape Bufferyard Easement for and as Part of the Approval of a Special Use for Five 8-Unit Multi-Family Residential Apartment Buildings (40 Units) Use Upon Property Located at Approximately South Scepter Drive and West Church Street (William Bodner, Managing Member, Bodner Property Management, LLC, Applicant).
   8. A Resolution Conditionally Approving a Condominium Plat for the Cortez Condominiums Development at 10504 West Cortez Circle (Gregory D. Nisenbaum, President of Nisenbaum Homes & Realty, Inc., Applicant).
9. Consideration of a 2020 $400,000 Municipal Revenue Obligation Prepayment to TI Investors of Franklin Apartments LLC.

10. A Resolution Authorizing Certain Officials to Accept the Roadway and Infrastructure of the Dedicated Public Right-of-Way Per the Recorded Certified Survey Map No. 9014 with the Street Name W. Statesman Way.

11. An Ordinance to Remove References to No Parking on the East Side of S. Mission Drive from §245-5.F.; the West Side of S. Mission Drive from §245-5.D.(4); and the North Side of W. Robinwood Lane from §245-5.F.; Then Add No Parking to all Three Locations Plus the South Side of W. Robinwood Lane, 50 Feet East and 50 Feet West of Centerline of S. Mission Drive Right-of-Way to §245-5.D.(6) for 7:00 am to 5:00 pm, Weekdays Only.

12. Proposal for Amending the Boundary for Tax Incremental District No. 6 located in the Southwest Corner of W. Ryan Road and S. 112th Street.

13. A Resolution to Reimburse Loomis & Ryan, Inc. for Oversizing Water Main Installed as Part of Tax Increment District No. 6 and the Ryan Meadows Subdivision and also Reimburse Victory of the Lamb for Oversizing Water Main Installed Per Resolution No. 2015-7123.

14. Support to Milwaukee Metropolitan Sewerage District for Extension of Metropolitan Interceptor Sewer on S. 27th Street from W. Oakwood Road to W. County Line Road.

15. Direction to Staff for Wisconsin Department of Transportation Project on S. Lovers Lane (USH 45/STH 100) from W. Rawson Avenue to W. College Avenue.

16. Relocation of City and WE Energies Lights to Accommodate Milwaukee County’s Rehabilitation of W. Rawson Avenue (CTH BB) from S. Lovers Lane Road (USH 45/STH 100) to W. Hawthorne Lane.


18. An Ordinance to Amend Ordinance No. 2019-2398, an Ordinance Adopting the 2020 Annual Budgets for the General Fund, Development Fund, Capital Outlay Fund, Equipment Replacement Fund, Street Improvement, Capital Improvement Fund, TID 4, TID 5, TID 6, TID 7 Fund and Sanitary Sewer Fund for the City of Franklin For Fiscal Year 2020 to Approve Budget Encumbrances from the 2019 Budget as Amendments to the 2020 Budget.


20. Tax Incremental District No. 6 Mixed-Use Industrial, Commercial, Retail, Single-Family Residential and Open Space Uses (of an approximate 164-acre site generally located north and south of West Loomis Road, south of West Ryan Road, west of South 112th Street, east of South 124th Street and north of West Oakwood Road) Project Development; Second Amendment to Tax Assessment Agreement (Tax Incremental District No. 6) between the City of Franklin and Strauss Investments, LLC. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon the Tax Incremental District No. 6 Mixed-Use Industrial, Commercial, Retail, Single-Family Residential and Open Space Uses Project Development, and a Second Amendment to Tax Assessment Agreement (Tax Incremental District No. 6) between the City of Franklin and
Strauss Investments, LLC, the negotiation of provisions and terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

H. Licenses and Permits.
   Miscellaneous Licenses from License Committee Meeting of February 17, 2020.

I. Bills.
   Request for Approval of Vouchers and Payroll.

J. Adjournment.

*Supporting documentation and details of these agenda items are available at City Hall during normal business hours
[Note Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services For additional information, contact the City Clerk’s office at (414) 425-7500 ]

REMINDEERS:

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>February 18</td>
<td>Spring Primary</td>
<td>7:00 p.m.-8:00 p.m.</td>
</tr>
<tr>
<td>February 20</td>
<td>Plan Commission Meeting</td>
<td>7:00 p.m.</td>
</tr>
<tr>
<td>March 3</td>
<td>Common Council Meeting</td>
<td>6:30 p.m.</td>
</tr>
<tr>
<td>March 5</td>
<td>Plan Commission Meeting</td>
<td>7:00 p.m.</td>
</tr>
<tr>
<td>March 17</td>
<td>Common Council Meeting</td>
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</tr>
<tr>
<td>March 19</td>
<td>Plan Commission Meeting</td>
<td>7:00 p.m.</td>
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ROLL CALL

A. The regular meeting of the Common Council was held on February 4, 2020 and called to order at 6:30 p.m. by Acting Mayor Mark Dandrea in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Alderman Mark Dandrea, Alderman Dan Mayer, Alderman Steve F. Taylor, Alderman Mike Barber, and Alderman John R. Nelson. Excused were Mayor Steve Olson and Alderwoman Kristen Wilhelm. Also present were City Engineer Glen Morrow, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski.

Acting Mayor Dandrea stated he will be voting as Alderman.

CITIZEN COMMENT

B.1. Citizen comment period was opened at 6:32 p.m. and closed at 6:34 p.m.

ARBOR DAY PROCLAMATION

B.2. Acting Mayor Dandrea presented a Proclamation designating May 2, 2020 as Arbor Day in the City of Franklin.

MINUTES JANUARY 21, 2020

C. Alderman Barber moved to approve the minutes of the regular Common Council meeting of January 21, 2020 as presented at this meeting. Seconded by Alderman Mayer. All voted Aye; motion carried.

HEARING CHANGE FUTURE LAND USE 5207 W. OAKWOOD RD.

D. A public hearing was called to order at 6:40 p.m. regarding a proposed Ordinance to amend the City of Franklin 2025 Comprehensive Master Plan to change the Future Land Use Map use designation for property located at 5207 West Oakwood Road from Recreational Use and Areas of Natural Resource Features Use to Institutional Use (Daniel S. Duchniak, General Manager of Waukesha Water Utility, applicant, (Judith E. Gyuro and Evelyn A. Farchione (deceased), property owners). The property which is the subject of this application currently bears Tax Key No. 948-9998-001. The public hearing was closed at 7:12 p.m.

ORD. 2020-2415 5207 W. OAKWOOD RD. FUTURE LAND USE

G.1. Alderman Taylor moved to adopt Ordinance No. 2020-2415, AN ORDINANCE TO AMEND THE CITY OF FRANKLIN 2025 COMPREHENSIVE MASTER PLAN TO CHANGE THE CITY OF FRANKLIN 2025 FUTURE LAND USE MAP FOR PROPERTY LOCATED AT 5207 WEST OAKWOOD ROAD FROM RECREATIONAL USE AND AREAS OF NATURAL RESOURCE FEATURES USE TO INSTITUTIONAL USE (APPROXIMATELY 2.40 ACRES) (DANIEL S. DUCHNIAK, GENERAL MANAGER OF WAUKESHA WATER UTILITY, APPLICANT, (JUDITH E. GYURO AND EVELYN A. FARCHIONE (DECEASED),
RES. 2020-7590  G.2.  
5207 W. OAKWOOD RD-CSM  

ORDER 2020-2416  G.3.  
AMEND UDO  
REZONE  
5207 W. OAKWOOD RD.  
Alderman Taylor moved to adopt Ordinance No. 2020-2416, AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE (ZONING MAP) TO REZONE LOT 1 OF CERTIFIED SURVEY MAP NO. _____ FROM R-2 ESTATE SINGLE-FAMILY RESIDENCE DISTRICT AND FW FLOODWAY DISTRICT TO I-1 INSTITUTIONAL DISTRICT (LOCATED AT 5207 WEST OAKWOOD ROAD) (APPROXIMATELY 2.40 ACRES) (DANIEL S. DUCHNIAK, GENERAL MANAGER OF WAUKESHA WATER UTILITY, APPLICANT, (JUDITH E. GYURO AND EVELYN A. FARCHIONE (DECEASED), PROPERTY OWNERS), as amended and subject to technical changes. Seconded by Alderman Barber. All voted Aye; motion carried.

BADGER BOOKS UPDATE  G.4.  
No action was taken on the update of the use of Badger Books at the February 18, 2020 Spring Primary in Aldermanic District 4, Aldermanic District 5 and Central Count Absentee Processing given by the Director of Clerk Services.

ALDERMAN TAYLOR VACATED HIS SEAT AT 7:40 P.M.

BALLPARK COMMONS UPDATE  G.5.  
No action was taken on an update regarding Ballpark Commons provided by Mike Zimmerman and Greg Marso.

ALDERMAN TAYLOR RETURNED TO HIS SEAT AT 7:55 P.M.

PURCHASE OF SQUAD CARS  G.6.  
Alderman Taylor moved to approve the purchase of three squad cars for the Franklin Police Department. Seconded by Alderman Mayer. All voted Aye; motion carried.
Alderman Taylor moved to approve the purchase of radios, video system and cameras for the Franklin Police Department. Seconded by Alderman Mayer. All voted Aye; motion carried.

Alderman Taylor moved to approve an existing dispatcher/clerk position be staffed Monday through Friday, and authorize the Human Resources Coordinator to modify the Civil Service Manual Section 10.1.2.2 consistent with this approval. Seconded by Alderman Mayer. All voted Aye; motion carried.

Alderman Mayer moved to approve to allow the Fire Chief to offer additional vacation (five weeks, as accrued), and sick leave (80 hours available at time of hire) as part of a Conditional Offer of Employment for the position of Assistant Chief-Operations. Seconded by Alderman Barber. All voted Aye; motion carried.

Alderman Mayer moved to authorize the IT Director to purchase 48 modules of memory for four VMWare host servers through Paragon Development Systems, Inc. at a total cost of $10,128 as budgeted for the 2020 Information Services Capital Outlay budget. Seconded by Alderman Taylor. All voted Aye; motion carried.

Alderman Barber moved to approve the Quarry Monitoring Professional Services Agreement with Attachment A containing service details and costs as provided by Statec Consulting Services Inc., and to authorize staff to enter into said agreement not to exceed $46,500 subject to technical corrections by staff and the City Attorney. Seconded by Alderman Nelson. All voted Aye; motion carried.

Alderman Taylor moved to approve contracts with Wrayburn Consulting, LLC, Graef-USA Inc. and Vandewalle and Associates, Inc., for 2020 professional planning services for the City of Franklin Planning Department. Seconded by Alderman Barber. All voted Aye; motion carried.

Alderman Barber moved to approve the revised job descriptions for the Sanitarian, Drug-Free Community Coalition Coordinator, and the Planning Manager. Seconded by Alderman Mayer. All voted Aye; motion carried.

Alderman Barber moved to approved the 2020 Professional Services Agreement between the City of Franklin and Racine County for services to verify a certified soil tester’s soil and site evaluation at designated properties when needed and to authorize the Director of Inspection to execute such an agreement. Seconded by Alderman Taylor. All voted Aye; motion carried.

Alderman Taylor moved to approve the following license recommendations from the License Committee meeting of February 4, 2020:

Hold for appearance the Operators’ License applications of Rachel D Drewek, 6318 W Stack Dr., Milwaukee; and

Grant Operator license with warning letter to Rebekah L Shallow, 6125 S Martin Rd., New Berlin; and

Grant Operator Licenses to Daniel J Stachnik, 5650 W Wahner Ave., #207, Brown Deer; Amber E Helm, 11401 Parkview Ln., Hales Corners; Tanner J Lee, 8801 S 79th St.; Devon B McCann, 2920 N Fratney St., Milwaukee; Jaime B Petricek, 5569 S 41st St., Greenfield; Joseph O Vrobel, 10147 W Forest Home Ave., #204, Hales Corners; Tinnia M Watson, 11130 W Morgan Ave., Greenfield; and

No action was needed on the review of Police incident reports for Class B Beer and Intoxicating Liquor license establishments of The Bowery, LLC, Roger Hein, Agent, 3023 W Ryan Rd.; Irish Cottage of Franklin LLC, Jenny Jennings, Agent, 11433 W Ryan Rd.; The Landmark of Franklin LLC, Lorie Beth Knaack-Helm, Agent, 11401 W Swiss St.; and

Grant Extraordinary Entertainment & Special Event license to Mulligan’s Irish Pub & Grill, Brian Francis, for their St Patrick’s Day Party on 03/17/2020, with tent placement to accommodate weather conditions and parking only allowed on one side of West Southland Drive; and
Approve Temporary Entertainment and Amusement license, and Temporary Class B Beer and Wine licenses to St. Paul's Evangelical Lutheran Church (person in charge Jaime Petricek), 6881 S. 51st St., for the 2020 Silent/Live Auction Fundraiser on 03/28/2020.

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

VOUCHERS AND PAYROLL

Alderman Barber moved to approve the following:
City vouchers with an ending date of February 1, 2020 in the amount of $3,635,062.96; and Payroll dated January 31, 2020 in the amount of $432,933.79 and payments of the various payroll deductions in the amount of $423,500.06 plus City matching payments; and estimated payroll dated February 14, 2020 in the amount of $396,000.00 and payments of the various payroll deductions in the amount of $263,000.00, plus City matching payments; property tax vouchers with an ending date of January 30, 2020 in the amount of $2,825,211.95; and approval to release payment to Actuarial Health Care in the amount of $6,400.00. Seconded by Alderman Nelson. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

Alderman Barber moved to adjourn the meeting at 8:07 p.m. Seconded by Alderman Nelson. All voted Aye; motion carried.
The Mayor has made the following appointment for Council confirmation:

Amy Marzofka, 7950 S. 61st St., Ald. Dist. 5 - Board of Health (2 year unexpired term expiring 04/30/2020).

COUNCIL ACTION

Motion to confirm the following Mayoral appointment:

Amy Marzofka, 7950 S. 61st St., Ald. Dist. 5 - Board of Health (2 year unexpired term expiring 04/30/2020).
Shirley Roberts

From: volunteerfactsheet@franklinwi.info
Sent: Thursday, February 6, 2020 12:59 PM
To: Lisa Huening, Shirley Roberts, Sandi Wesolowski
Subject: Volunteer Fact Sheet

Name: Amy Marzofka
PhoneNumber: 
EmailAddress: 
Years as Resident: New Resident
Alderman: 
Architectural Board: no
Civic Celebrations: no
Community Development Authority: no
Economic Development Commission: no
Environmental Commission: no
Finance Committee: no
Fair Commission: no
Board of Health: yes
Fire Police Commission: no
Parks Commission: yes
Library Board: no
Plan Commission: no
Personnel Committee: no
Board of Review: no
Board of Public Works: yes
Quarry Monitoring Committee: no
Technology Commission: no
Tourism Commission: no
Board of Zoning: no
Waste Facilities Monitoring Committee: no
Board of Water Commissioners: no

CompanyName Job 1: Ascension
Company Address Job 1: 2301 N. Lake Drive Milwaukee, WI 53212
Telephone Job 1: 414-585-1000
StartDate and Position Job 1: 2/2018- Clinical Informatics Specialist
EndDate and Position Job 1: Current

CompanyName Job 2: Washington Ozaukee Public Health Department
Address Job 2: 121 W Main St, Port Washington, WI 53074
Telephone Job 2: (262) 284-8170
StartDate and Position Job 2: 10/2015- Public Health Educator
Applicant: Amy Marzofka
Date: 2/6/2020
Signature: Amy Marzofka
Address: 7950 S. 61st St. Franklin, WI 53132
Priority Listing: Board of Health Parks Commission Board of Public Works

**Description of Duties Job 1:**
- Analyze, manage and communicate health information through clinical information systems and applications.
- Identify, design and evaluate clinical information systems and applications.
- Participate in the development of organizational policies and initiatives related to collecting, managing and communicating clinical information.
- Design and deliver training materials to educate users about information technologies.
- Participate in Electronic Medical Record (EMR) design, build, implementation and training for new providers or practices.
- Act as an agent of change to help promote organization adoption of EMR and workflow to optimize patient safety and experience.

**Description of Duties Job 2:**
- Planned, developed, implemented and promoted health education projects and/or initiatives to Ozaukee and Washington County residents, local healthcare providers, and community agencies to develop and maintain an active role in community outreach and partnerships.
- Assisted in development of the community health assessment, community health improvement plan and community-wide health coalition.
- Provided a leadership role in community coalition and community action groups.
- Maintained and developed systems for planning, coordinating, tracking, and evaluation of care provided by the department to community members.
- Managed leaders of training programs and coalitions for community health coalitions.
- Managed contract employees of the ThinkFirst, injury prevention program.
- Scheduled all prevention programs with K-12 schools and coordinate lead and VIP (Voices for Injury Prevention) speakers for all programs.
- Oversaw all grants associated with the Foundation’s prevention programs including monthly or quarterly reporting and ensuring all funds are expended; write grants as needed.
- Prepared reports/results of programs for the Foundation’s board and other audiences.
- Served as a program presenter and represented at community-wide events and health fairs.

**Description of Duties Job 3:**
My background is in public health, with over 10 years of experience. From working for a local health department to national organizations like, the Arthritis Foundation and Society for Public Health Education. Unfortunately, my current role doesn’t allow me to pursue my passion for health, as it is very technical. I am hoping to find a volunteer opportunity that allows me to contribute to the community, while fulfilling my interest in public health. I also, still maintain my car seat technician license through Safe Kids WI. My husband and I recently bought a house in Franklin and are excited to call it our home. I hope to be of help to my new community!

Why Interested:
- My background is in public health, with over 10 years of experience. From working for a local health department to national organizations like, the Arthritis Foundation and Society for Public Health Education. Unfortunately, my current role doesn’t allow me to pursue my passion for health, as it is very technical. I am hoping to find a volunteer opportunity that allows me to contribute to the community, while fulfilling my interest in public health. I also, still maintain my car seat technician license through Safe Kids WI. My husband and I recently bought a house in Franklin and are excited to call it our home. I hope to be of help to my new community!

---

**EndDate and Position Job 2:**
1/2018

**CompanyName Job 3:**
The Research Foundation

**Address Job 3:**
2316 E Meyer Blvd, Kansas City, MO 64132

**Telephone Job 3:**
(816) 276-4218

**StartDate and Position Job 3:**
3/2014 - Prevention Program Coordinator

**EndDate and Position Job 3:**
10/2015

**Signature:**
Amy Marzofka

**Date:**
2/6/2020

**Signature2:**
Amy Marzofka

**Date2:**
2/6/2020

**Address:**
2316 E Meyer Blvd, Kansas City, MO 64132

**Priority Listing:**
The Research Foundation
Additional Experience:

Certificated Health Education Specialist (CHES), April 2017
Child Passenger Safety Technician, June 2014
Junior League of Milwaukee, Member Since 2017

Client IP: 4.14.167.58
Session ID: klswnp3smtpie3gyo1fa3v

See Current Results
The January 7, 2020 Common Council Meeting Minutes for meeting agenda item F. Letters and Petitions-Letters From Pack 538, Den 3 Wolves and Parents Regarding W. Marquette Avenue Extension, provide in part: Alderwoman Wilhelm moved to refer to the City Attorney to develop a fair and equitable plan for the extension of West Marquette Avenue and return to the last Common Council meeting in February 2020. Seconded by Alderman Barber. All voted Aye; motion carried.

The City Attorney attended meetings with the City Engineer, the District Alderwoman, the Mayor and the representatives of the developers for the two in-process subdivision developments adjacent to the proposed West Marquette Avenue public road extension, and had communications with the Director of Finance and Treasurer and the Franklin Public School District Director of Business Services.

There are alternatives available to attain the West Marquette Avenue public road extension construction development. Of note is the pending application of the City for a Wisconsin Department of Transportation (WisDOT) 2020-2021 Multimodal Local Supplement (MLS) grant for the project. A copy of the application is annexed hereto. Also annexed hereto are maps of the area in relation to potential alternatives as listed below, which were provided by the City Engineer, who with regard to any selection of the special assessment alternatives will in detail review and prepare a City Engineer’s Report pursuant to the Wisconsin Statutes and the Municipal Code with regard to the determination of the potential special assessments and the reasonable basis therefore, for consideration by the Common Council and determination thereupon following a public hearing. Alternatives considered for presentation to the Common Council per its direction are as follows:

i) await determination of the 2020-2021 Multimodal Local Supplement (MLS) grant by WisDOT;
ii) await furtherance of the subdivision developments by the developers which upon Final Plat review and approval shall require subdivision development agreements providing for the West Marquette Avenue extension and the dedication to the public thereof;
iii) commence the West Marquette Avenue public road extension as a City public work of improvement absent the MLS grant, but with the developers’ contribution of property and engineering specifications as set forth upon the grant application;
v) commence the West Marquette Avenue public road extension as a City public work of improvement absent the MLS grant, with special assessments to contribute to the cost thereof to be determined upon an area assessment basis, or such other reasonable method as determined appropriate by the Common Council, with properties to be specially assessed including, but potentially not limited to, existing developed properties specially benefitted by the public improvements or a component of the public improvements, those of the in-process subdivision developments adjacent to the proposed West Marquette Avenue public road extension, and the Franklin Public School District.

The proposed West Marquette Avenue public road extension ‘main’ project is from South 51st Street to South 49th Street; however, at a minimum, curbs and sidewalk is to be installed east thereof to Pleasant View Elementary School. A map with such considered improvements provided by the City Engineer is also attached. Finally, attached is a copy of the 2020 City Capital Improvement Fund Budget for the proposed West Marquette Avenue public road extension.

COUNCIL ACTION REQUESTED
Such action as the Common Council deems appropriate.
## PROJECT AND SPONSOR: GENERAL INFORMATION

**Improvement Type:**
- [ ] Road
- [x] Bridge
- [ ] Transit
- [ ] Railroad
- [x] Bicycle/Pedestrian
- [ ] Harbor
- [ ] Multiple

**Primary Project Sponsor**
- [x] City
- [ ] Village
- [ ] Town
- [ ] County
- [ ] Tribal Govt
- County: Milwaukee

**Secondary Project Sponsor (if Applicable)**
- [ ] City
- [ ] Village
- [ ] Town
- [ ] County
- [ ] Tribal Govt
- [ ] Other
- County: Milwaukee

**Anticipated Project Sponsor Construction Schedule Date**
- [ ] 2020 (Calendar Year)
- [ ] Design/Construction
- [ ] Construction
- [ ] Is Project Shovel Ready?
- Yes [x]
- No [ ]

### PROJECT IMPROVEMENT DESCRIPTION

**ONLY FILL OUT THE SECTIONS BELOW THAT CORRESPOND TO THE IMPROVEMENT TYPE(S). ALL APPLICANTS MUST FILL OUT SECTIONS F-H**

#### SECTION A: ROAD OR BRIDGE IMPROVEMENTS (NOTE: Connecting highways are not eligible for MLS funding)

1. **LOCATION & GENERAL INFORMATION:** Complete for each Road or Bridge Improvement Application

   **On Route**
   - W. Marquette Avenue S

   **At Route – Start (include offset if applicable)**
   - S 51st Street

   **Toward Route – End**
   - S. 49th Street

   **Surface Type**
   - 70% Hot Mix Asphalt Pavement

   **Surface Thickness**
   - 6 (inches)

   **Left Shoulder (feet) 0 (inches)**
   - 0 (feet)

   **Right Shoulder (feet) 0 (inches)**
   - 0 (inches)

   **Required:** Attach an 8½ x 11 map showing project location.

   **Length of Project (rounded to nearest tenth of a mile)**
   - 0.2

   **Average Daily Traffic (ADT)**
   - N/A

   **ADT % Truck**
   - N/A

   **Pavement Condition Rating**
   - 0 00

   **Improvement Type**
   - [ ] Replacement
   - [x] Rehabilitation
   - [ ] Pavement Replacement
   - [x] Reconstruction

2. **BRIDGE INFORMATION: Complete for Bridge Improvement Applications ONLY**

   **Bridge Type (if Other, specify in narrative)**
   - SELECT

   **Clear Roadway Width of Bridge (feet)**
   - [ ] Bridge Length (feet)

   **Approach Pavement Width (feet)**
   - [ ] Total Approach Length (feet)

   **Structure ID (if Applicable)**
   - Bridge Build Year

   **Bridge Rehabilitation Year**
   - [ ] Posted or Statutory Speed Limit(s)

   **(mph)**

   **Dock Rating**
   - Substructure Rating

   **Superstructure Rating**

   **Current Load Posting**
   - (if none, enter N/A)

#### SECTION B: TRANSIT IMPROVEMENTS

- [ ] Transit Improvement Type
- [ ] Vehicle Purchase
- [ ] Facility Construction
- [ ] Equipment Purchase
- [ ] Other (describe)

**Number of Vehicles for Purchase**
- [ ] Vehicle Purchase Type
- [ ] Facility Type

**Facility Improvement Description**
- [ ] Equipment Purchase Description

**Other Improvement Description**

#### SECTION C: RAILROAD IMPROVEMENTS

- [ ] Type of Railroad Improvement
- [ ] Total Annual Rail Carloads
- [ ] New Rail Facility?

   **Yes [x]**

   **No [ ]**

   **Rail Operator**

**Total Annual Eliminated Truck Traffic (Estimated in Tons)**
- [ ] Preserve Existing Rail Line?

   **Yes [x]**

   **No [ ]**

   **Restore Inactive Rail Line?**

   **Yes [ ]**

   **No [x]**

**Required:** Attach an 8½ x 11 map showing project location.

#### SECTION D: BICYCLE/PEDESTRIAN IMPROVEMENT

- [ ] Bicycle/Pedestrian Improvement Type
- [ ] Facilities
- [ ] Railroad Corridor Conversion
- [ ] Historic Preservation
- [x] Other (describe) Pedestrian route to school

**Improvement Location**
- Known Safety Issues?

   **Yes [x]**

   **No [ ]**

   **If Yes, specify Narrative**

**Will the proposed improvement utilize local forces to complete the construction activities?**
- Yes [ ]
- No [x]

**Required:** Attach an 8½ x 11 map showing project location.
SECTION E: HARBOR IMPROVEMENTS

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<th>Harbor Improvement Type</th>
<th>Dredging</th>
<th>Port Infrastructure Expansion</th>
<th>Dock Walls (Rehabilitation/Construction)</th>
<th>Other</th>
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<td>Total Annual Transportation Economic Impact (Estimated)</td>
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<tr>
<td>Total Annual Benefit to Local Economy (Estimated)</td>
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</table>

REQUIRED. Attach an 8½ x 11 map showing project location.

SECTION F: PROPOSED IMPROVEMENT NARRATIVE (REQUIRED FOR ALL APPLICATIONS)

This is a field to provide a detailed description of the project beyond what has already been provided in previous sections. Prepare the project narrative in a Word document, complete a spell check, and cut and paste the summary into the application form. Provide supporting project documentation such as any permits/licenses (including issuing agency & start/end dates) and any relevant transportation/bike-pedestrian/comprehensive planning documents. Describe potential project impact on regional economic activity, including freight movement (e.g., specific shipping/receiving facilities), worker access to employment opportunities and overall economic connectivity enhancements. Describe potential project impacts on safety and regional quality of life. Describe any relevant environmental/cultural issues, including any Section 4(f) and Section 6(f) concerns.

Include any information that demonstrates the viability of the proposed project by showing its value based on service life, economic benefits or in comparison to other alternatives. This may include benefit-cost analysis or other calculations.

A separate attached document not exceeding 1 page (double spaced, 10 pt font) may be substituted for this section.

Franklin, Marquette Avenue Road Project Scope. This project is a new road segment from S 51st to S 49th that will improve multi-mode access to Pleasant View Elementary School. It represents a natural continuum of a decade of accessibility planning and implementation with the goal of increased business park and retail connectivity, better emergency access, as well as safe pedestrian and bicycle routes for all ages.

The surrounding subdivisions were built pre-sidewalk. Heavy interior neighborhood car and bus traffic creates unsafe pedestrian situations that prevent residents from walking or biking to school, employment, and business retail. This new road segment solves problems that have long faced the school and neighborhood, including long-awaited and highly needed direct school emergency access. The new road and sidewalk will also ensure pedestrian and bike access to a city retail segment (grocery and drug store at present) north of emergent point of the new road and sidewalk on 51st Street. The project does not have any previously-dedicated state, federal or local funding assigned to it. Currently, busses and several dozen parents in autos access the grade school by traveling through single-family residential subdivisions. There are no sidewalks, walking paths, or bike lanes of any sort. The volume and speed of the traffic’s current path through the residential areas create a clearly unsafe condition and represent a constant concern for the residents. The City is forced to discourage non-vehicular travel to and from Pleasant View Elementary. (In fact, a national publication published a photo of a group of children walking to the school on the road shoulder while a bus brushed by mere feet away on the road.) This means that even children living within mere blocks of the school are discouraged from walking or biking to school. The City has long needed a road connection from the arterial road for emergency access, connectivity, and improved pedestrian safety. Connectivity allows neighboring residents walkable access to schools, jobs and business retail. Efficient emergency school access is a growing regional issue.

Existing plans and projects. This new road is consistent with the City’s SAFE ROUTES TO SCHOOL grant, which resulted in planning initiatives incorporated into the City’s Comprehensive Master Plan. It will link the existing State parkland acquisition (1989) and trail project, as well as the Community Development Block Grant-funded 51st Street sidewalk serving a senior complex. This new project builds upon accessibility gains created by the previous work increasing value and utility of those projects even more.

Economic benefits. This road contributes to a more desirable neighborhood grid and better overall air quality that has been proven to attract residents. Property values will improve while at the same time allowing more efficient use of land for residential lots. Local businesses, becoming accessible on foot, will enjoy greater patronage. Transportation efficiency is a benefit to employees.

Ease of implementation. Historically, right-of-way (ROW) access, once tied up by a family probate matter, is now available via donation. However, funding is needed to offset road construction. This new shovel-ready road segment has been designed and pre-engineered by Lynch Engineering. Adjacent property owners have agreed to donate the required right-of-way if this grant is received. In addition to the City’s contribution commitment, the donated ROW avoids land appraisal and purchase delays while the land value stretches WisDot funding and adds cost efficiency to the project.
2020-2021 MULTIMODAL LOCAL SUPPLEMENT APPLICATION (continued)
Wisconsin Department of Transportation

SECTION G: COST ESTIMATE/FUNDING (REQUIRED FOR ALL APPLICATIONS)

☐ Yes ☒ No Has the county/municipality/town/tribal government requested or been approved for other federal or state funding from the Wisconsin Department of Transportation (WisDOT) for the improvement? If Yes, please specify the Local Program: WisDOT Project I.D.:

☒ Yes ☐ No The Multimodal Local Supplement provides up to 90% state funding with a minimum 10% Local match. We anticipate the award process to be very competitive. Would the project sponsor accept a lower cost share to obtain funding?

Estimated Improvement Cost (NOTE: Attach separate spreadsheet showing detailed cost breakdown):

- **Design Costs:** $65,000.00
- State Review for Design Cost Estimate (Provided by WisDOT, if applicable): $

- **Construction Costs:** $583,450.00
- State Review for Construction Cost Estimate (Provided by WisDOT, if applicable): $

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Improvement Costs (without State Review)</td>
<td>$648,450.00</td>
</tr>
<tr>
<td>Total Improvement Costs (with State Review, if applicable)</td>
<td>$648,450.00</td>
</tr>
</tbody>
</table>

NOTE: WisDOT state oversight estimates are based on the complexity of the project. Not all projects will require state oversight.

Additional Funding Comments:
This is an optional field to enter funding-related comments and estimated cost calculations.

- Match Funding (33.4%)
  - $151,650 Donated Property Value estimated (3.37 acres @ $45,000/acre)
  - $65,000 Engineering completed plus estimated construction administration
  - $216,650 Matching Funds

- Grant Funding (66.6%)
  - $431,800 Engineer's Opinion of Probable Cost for Grading, Stone, Asphalt, Curb & Gutter, Sidewalk, and related Storm

SECTION H: SIGNATURE (REQUIRED FOR ALL APPLICATIONS)

This request is made by the undersigned under proper legal authority to make such request for the designated County/Municipality/Town/Tribal Government.

☐ City ☐ Village ☐ Town ☐ County ☑ Tribal Government

Franklin County

(Head of Government/Designee – Signature)

Stephen R. Olson

(Print Name) (Title)

X 12/6/2019 (Date – mm/dd/yyyy)

(Secondary Project Sponsor – Signature, if applicable)

(Secondary Project Sponsor – Signature, if applicable) (Date – mm/dd/yyyy)

(Secondary Project Sponsor – Signature, if applicable)

(Secondary Project Sponsor – Signature, if applicable)

WisDOT will contact the primary project sponsor upon review of the application if any questions or a need for additional project documentation.

Submit completed application(s) to the following WisDOT email address: DOTLocalPrograms@dot.wi.gov
• Neighborhood Children walking to Pleasant View Elementary School
• No existing sidewalks in residential neighborhood
• Heavily congested vehicular traffic mixed with Bus traffic
City of Franklin
W. Marquette Ave. Extension
Project Location Map
## City of Franklin
### Capital Improvement Fund
#### Budget 2020

### Project/Name
<table>
<thead>
<tr>
<th>Project/Name</th>
<th>Total</th>
<th>Funding Source</th>
<th>Amount</th>
<th>Net City Funds</th>
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<tr>
<td>Landfill Siting Revenue</td>
<td>722,000</td>
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<td>$ 722,000</td>
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<tr>
<td>Investment Income</td>
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<td><strong>Total Revenue</strong></td>
<td>747,000</td>
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### Expenditures
#### APPROVED PROJECTS

<table>
<thead>
<tr>
<th>PARK DEVELOPMENT</th>
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<tbody>
<tr>
<td>Pleasant View Park - improvements</td>
<td>150,000</td>
<td>Park Impact Fees</td>
<td>70,500</td>
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<td>Park Land Acquisition - various parks</td>
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<td>Park Impact Fees</td>
<td>247,500</td>
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<td>Overflow parking @ Kayla's Playground</td>
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<td>Park Impact Fees</td>
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<td>Cascade Trail</td>
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<td>Park Impact Fees</td>
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<td>Trails, Bicycle Routes &amp; linkages</td>
<td>285,000</td>
<td>Park Impact Fees</td>
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<td>Lake Ernie aeration</td>
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<td></td>
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<tr>
<td>Muni Buildings</td>
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<td>City Hall &amp; Police Security enhancements</td>
<td>500,000</td>
<td>Transfer from Gen Fund</td>
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<td><strong>Public Safety</strong></td>
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<td>Community Development Enterprise Resource Program - migration</td>
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<tr>
<td><strong>Public Works</strong></td>
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<td>S 68th Street - hill mitigation</td>
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<tr>
<td>S 50th St Improvement</td>
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<td>Marquette Ave Improvements - Pleasant View Sch to S 49th St</td>
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<td>Marquette Ave Improvements - S 49th St to S 51st St</td>
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<td>Ryan Creek Interceptor Sanitary Sewer Odor Control</td>
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<td>MMSD Grant</td>
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<td>Gravity Flow Sanitary Sewer to replace lift station</td>
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<td>Sewer Fund</td>
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<td>Watermain Extension - S 50th &amp; Minnesota Ave</td>
<td>120,000</td>
<td>Utility Dev Fd</td>
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**Total Approved Projects**: 6,970,000

### PROJECTS PENDING APPROVAL

<table>
<thead>
<tr>
<th>Projects Pending Approval</th>
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<tr>
<td>Water Projects</td>
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<td>Water Connection Fees</td>
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<tr>
<td>Sewer Projects</td>
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<tr>
<td><strong>Contingency</strong></td>
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</table>

**Total Projects Pending Approval**: 8,145,000

### Net Revenue (Expenditures)

- **Projected Beginning Fund balance**
- **Projected Ending Fund Balance**

### Total Projects

- **Total Projects**: 8,145,000
- **Net Revenue (Expenditures)**: (831,500)
- **Projected Ending Fund Balance**: 1,007,836

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1/14/2020 2:58 PM Capital Improvement - Project funding.xlsx
## BACKGROUND AND ANALYSIS

The City of Milwaukee has requested the services of City of Franklin police personnel to assist in the law enforcement services needed to provide protection at the 2020 Democratic National Convention taking place in July of 2020 in the City of Milwaukee.

The police department tentatively agreed to send 8-10 officers, as needed. The officers would be on overtime as to not impact staffing in the City of Franklin.

The agreement is attached and includes a provision that the City of Milwaukee agrees to reimburse the city for personnel costs from a federal grant they expect to receive. If Milwaukee fails to obtain the federal grant, Franklin will not be obligated to send personnel.

The Franklin City Attorney has negotiated the provisions of the agreement with the Milwaukee City Attorney’s Office and is satisfied with its contents.

The Police Chief has also reviewed the contract and is satisfied with the obligations of providing personnel.

## COUNCIL ACTION REQUESTED

Motion to approve and authorize city officials to sign the agreement.
Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin

City of Franklin

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

1. Definitions.

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

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

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

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

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

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

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

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

“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.


“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.


“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 Franklin, Wisconsin under the police powers and law enforcement authority granted under applicable state law.

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

4. Organizational Structure.

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

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

4.3. City MPD Policies to Apply. Agency Personnel performing services under the Agreement will abide by applicable City MPD Policies. City MPD will identify the
relevant City MPD Policies within the training materials City MPD will provide to Agency on or before 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 (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 (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/doi/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.


13.1 **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.


14.1. 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
To Agency:  
Chief Richard Oliva  
City of Franklin Police Department  
9455 West Loomis Road  
Franklin, Wisconsin 53132  
ROliva@franklinwi.gov


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 Franklin

By: _______________________________________
    Stephen R. Olson, Mayor

By: _______________________________________
    Sandra L. Wesolowski, City Clerk

Dated this _____ day of February, 2020.
Exhibit A
List of Agency Personnel and Commanding Officer

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

<table>
<thead>
<tr>
<th>Agency:</th>
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<tbody>
<tr>
<td><strong>Agency Commanding Officer:</strong></td>
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<td><strong>Date:</strong></td>
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<tr>
<th>Name</th>
<th>Payroll ID Number</th>
<th>LEO Rank</th>
<th>Hourly Wage Rate / Overtime Rate</th>
<th>Hourly Fringe Benefit Cost</th>
<th>Mobile Field Force Training completed?</th>
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18
Exhibit B

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

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

<table>
<thead>
<tr>
<th>Agency Information</th>
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<tr>
<td>Agency Personnel Completing Form</td>
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<th>Additional Expenditure Information</th>
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<tr>
<td>Reimbursable Cost.</td>
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<td>Vendor</td>
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<td>Description/Purpose</td>
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<tr>
<th>City of Milwaukee Commanding Officer Approval Information</th>
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<tbody>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Rank</td>
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<tr>
<td>Date</td>
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<tr>
<td>Signature</td>
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<td>Memo (optional)</td>
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</table>
The City of Milwaukee and the Milwaukee Fire Department are requesting assistance in providing Emergency Services standby for the upcoming Democratic National Convention in July of 2020. Personnel are needed to fill positions in EMS, Fire Suppression, Haz-Mat, Technical Rescue, Dive/Rescue, and Incident Command functions.

Participation is on a voluntary basis by the individual employee, and the Franklin Fire Department as an agency is not obligated to provide any particular level of personnel or resources. However, if Department personnel are willing to participate, the Department would be reimbursed at the individual employee’s hourly overtime rate (time and one half) for any hours worked, provided that the City signs onto the Intergovernmental Agreement (IGA) that defines the legal liability relationship and standby/response structure for participating agencies (attached).

It should be further noted that the predicted impact of the DNC outside of Downtown Milwaukee proper is not yet known. It is possible and even likely that there will be unofficial and even spontaneous events in other municipalities, and it is possible that FFD and the City may need to rely on other municipalities for assistance on an immediate or long term basis if this is the case.

The attached documents have been reviewed by the City Attorney, with revisions incorporated with the approval of the Milwaukee City Attorney.

The Fire Chief recommends approval of the IGA.

COUNCIL ACTION REQUESTED

Request Common Council approval of an Intergovernmental Agreement with the City of Milwaukee, which would allow for reimbursement of wages for FFD employees who may volunteer to assist with Emergency Services staffing at the Democratic National Convention.

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

City of Franklin-Fire-Department

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 Franklin, 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.

   “City” 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.


“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 46 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, if ever, 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.

586 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.

59 Agency Personnel Equipment

591 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).

592 Any equipment or gear that are not customarily assigned to Agency Personnel by Agency as described in subsection 591, 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 594.

593 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.

594 All equipment other than personal equipment described in subsection 591, 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.

510 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 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 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 shall 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 and available payment until the City is satisfied that 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://op.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 is not obligated to reimburse Agency for those expenses under the terms of this Agreement. City shall not be obligated to reimburse Agency for those expenses to the extent required by state law 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.
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, e.g., 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 117.30, 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. see 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. see 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 without cause, City shall pay
Agency for any costs actually and already incurred pursuant to Section 7. City may
withhold terminate this Agreement without payment of costs for any particular
Agency Personnel if that Agency Personnel employee 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’s 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; 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. 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 Rohlfing
711 West Wells Street
Milwaukee, WI 53233
mrohlf@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
Courtesy copy which shall not constitute notice to
mschan@milwaukee.gov

Assistant Chief David Votsis
711 West Wells Street

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.
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 _____________, 20___

__________________________
Martin Matson, City Comptroller  
Dated this ___ day of _____________, 20___

Authorizing Resolution 191192  
Approved as to Form and Execution

__________________________
Office of the City Attorney  
Dated this ___ day of _____________, 20___

CITY OF FRANKLIN

By ____________________________  
__________________________  (Signature)  
its Mayor ____________________________  
(Title)

By ____________________________  
__________________________ Sandra L. Wesolowski, City Clerk  
Dated this ___ day of February _____________, 20___
Exhibit A

List of Agency Personnel to be provided to City MFD

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<th>Hourly Fringe Benefit Cost</th>
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19
Exhibit B

(Electronic version available from Captain Derrick Harris, dharr@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, dharr@milwaukee.gov)
Intergovernmental Agreement for Fire & Other Protection Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin

City of Franklin

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 Franklin, 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.


“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.


“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://oip.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 Rohlfing  
711 West Wells Street  
Milwaukee, WI 53233  
mrohlf@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  
Courtesy copy which shall not constitute notice to  
mschan@milwaukee.gov

Assistant Chief David Votsis  
711 West Wells Street  
Milwaukee, WI 53233
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 FRANKLIN

By: __________________________________
    Stephen R. Olson, Mayor

By: __________________________________
    Sandra L. Wesolowski, City Clerk

Dated this ____ day of February, 2020.
Exhibit A

List of Agency Personnel to be provided to City MFD

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<th>Agency:</th>
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<th>Hourly Fringe Benefit Cost</th>
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Exhibit B

(Electronic version available from Captain Derrick Harris, dharr@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, dharri@milwaukee.gov)
# 2020 Democratic National Convention
## DNC Reimbursement Request Form

### Assisting Agency:

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

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

### Personnel Costs

<table>
<thead>
<tr>
<th>Number of Personnel</th>
<th>Total Regular Hours</th>
<th>Total Overtime Hours</th>
<th>Total Regular Cost</th>
<th>Total Overtime Cost</th>
<th>Total Regular and Overtime Cost</th>
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### Food Per Diem Costs (Travel Days only)

- **Meals**: Travel days will be paid at 75% as stipulated by federal regulations. [https://www.gsa.gov/travel/plan-book/per-diem-rates](https://www.gsa.gov/travel/plan-book/per-diem-rates)

  **Note**: Travel day meal per diems will not be reimbursed for outside agencies that are within 100 miles of Milwaukee.

<table>
<thead>
<tr>
<th>Number of Officers (Combine To and From - Prorated)</th>
<th>Federal Per Diem Food Rate (Travel Days)</th>
<th>Total Cost</th>
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### Transportation Costs (Travel Days only)

**Airfare**: Receipt from airline or travel agent indicating name of traveler, dates of travel and total cost of ticket; receipt from airline indicating name of traveler, dates and cost of any baggage fees assessed; and boarding passes.


- **Motorcycles**: $0.XX/mile - This includes fuel.
- **Private Vehicles**: $0.XX/mile - This includes fuel.
- **Gov't Owned Vehicles**: $0.XX/mile - This includes fuel.

**Bus/Vehicle Rentals**: Contract cost of rental vehicles or buses; highway and bridge toll fees.

<table>
<thead>
<tr>
<th>Number of Buses/Rented Vehicles</th>
<th>Cost Per Bus/Rented Vehicle</th>
<th>Total Cost</th>
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### Additional Requested Costs (Not Listed Above)

**Please provide a detailed description and total cost for any additional expenses not listed specifically on this form where reimbursement is being requested. Please be aware of any applicable federal per diem rates related to your request.**

Please provide any supporting documentation and/or calculations that will help facilitate the review of your request. **Examples**: If your trip to and from Milwaukee will require overnight lodging, please provide the number of officers who required this accommodation and the invoice for the total cost of the lodging.

NOTE: Any reimbursement under this section must be preapproved in writing by the City and such preapproval shall be attached to this form.

### Total Request for Reimbursement

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<tr>
<th>Description of Additional Cost</th>
<th>Amount of Total Cost</th>
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<th>Salary</th>
<th>Per Diem</th>
<th>Transportation</th>
<th>Additional Expenses</th>
<th>Total Cost</th>
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Please feel free to contact the following City of Milwaukee Personnel with any questions you may have:

- Rhonda Kelsey 414-286-3639
- Dennis Yaccarino 414-286-8551
- Andrea Fowler 414-286-5563
December 6, 2019

Fire Chief Adam Remington
Franklin Fire Department
8901 W. Drexel Avenue
Franklin, WI. 53132

Chief Remington:

The City of Milwaukee (WI) has been designated as the host city for the 2020 Democratic National Convention, to be held July 13, 2020 through July 16, 2020. For planning purposes, the Convention Security Period may reasonably be expected to extend from approximately July 10, 2020 through July 17, 2020.

We anticipate needing additional personnel and equipment to fulfill the fire service requirements detailed in the 2020 Democratic National Convention Agreement with the City of Milwaukee for the provision of Fire & Other Protection Services in and around the Convention Facilities and at all official Convention-related meetings and activities in the Metropolitan Area as they are determined.

Included with this letter is an official Intergovernmental Agreement for Fire & Other Protection Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin as an official request for personnel and/or equipment. Reimbursement procedures and legal details are outlined in the document for your consideration.

Sincerely,

Mark A. Rohlfing
Chief

Mark ROHLFING
Chief
EXHIBIT B - Reimbursement of Personnel Costs - Assisting Agency

<table>
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<tr>
<th>Agency Employee's Name</th>
<th>Regular Rate</th>
<th>Overtime Rate</th>
<th>Regular Hours</th>
<th>Overtime Hours</th>
<th>Total Regular Hours</th>
<th>Total OT Hours</th>
<th>Salary Expense</th>
<th>Medicare</th>
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<th>Pension Contribution</th>
<th>Additional Benefits****</th>
<th>TOTAL EXPENSE</th>
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- Total hours worked will be verified / reconciled to the hours logged by payroll system.
- Regular hours plus overtime hours cannot exceed the total hours logged in payroll system.
- Provide your agency's number of regular hours scheduled for a typical week (i.e., 40 hours).
- Use your agency's pension contribution rate to calculate pension contribution expenses. Provide official documentation that shows your current pension contribution rate.
- Please provide breakdown of additional benefits being requested for reimbursement. This should include description of each individual benefit and applicable rate. Please input total amount of benefit in this column.
The Franklin Historical Society is requesting that the City of Franklin accept their donation of the Barn Museum building in the Lions Legend Park. In addition, they are asking that budgeted funds be used to complete the requirements in the City's inspection report, as shown in the supporting documents for this item.

(Mayor Olson recommends acceptance of the donation subject to approval and execution of a future Operations/Maintenance and Use Agreement between Franklin Historical and the City.)

COUNCIL ACTION REQUESTED

Motion to accept from the Franklin Historical Society to the City of Franklin the Barn Museum building in Lions Legend Park (subject to approval and execution of a future operations/maintenance and use Agreement between Franklin Historical and the City.)

Or as directed

ALD. TAYLOR
February 6, 2020

Mayor Steve Olson & Franklin Common Council
City of Franklin
9229 West Loomis Road
Franklin, WI. 53132

RE: Donation of Franklin Historical Society’s Barn Museum

Dear Mayor Steve Olson & Franklin Common Council Members,

The Franklin Historical Society is honored at this time to donate to the City of Franklin our barn museum building in the City of Franklin’s Lions Legend Park.

We would request that the city accept this donation and use some of the funds budgeted to complete the current requirements in the City of Franklin’s inspection report. A copy of the report will be presented with this letter.

The barn museum brings great value to our fine city, and it is our hope that it can be completed for this year’s Fourth of July’s Civic Celebration to open the museum to all in Franklin. Thank you.

James J. Luckey
President Franklin Historical Society
Legend Park Historical Barn
-Install an ADA compliant landing at the exit door (Same elevation on each side and not subject to future frost action. Size to be door width + 18 inch approach x 60 in depth. Slope of 25 in / foot allowed)
-Paint or stain the exterior surfaces of the structure (Pine wood cladding is not rough-sawn as noted in the wall sections)
-Install "Exterior building lights" shown on the elevations
-Complete all outstanding design/build electrical work required
-Provide update on the barn lightning suppression system noted on the building plans (Not a code required item)

TEMPORARY OCCUPANCY UNTIL APRIL 30, 2020