

CITY OF FRANKLIN
COMMITTEE OF THE WHOLE MEETING
MONDAY, DECEMBER 3, 2012, 6:30 P.M.
COMMON COUNCIL CHAMBERS, FRANKLIN CITY HALL
9229 W. LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA

- I. Call to Order and Roll Call

- II. Business
 - A. Recap from Civic Celebrations Commission of 2012 activities, and request for funding and authorization to sign contracts for 2013 in an amount not to exceed \$64,050.

 - B. Memo from Craig Kammholz, Milwaukee County Fiscal and Budget Administrator, to Supervisor Marina Dimitrijevic, Chairwoman, Milwaukee County Board of Supervisors, regarding a Memorandum of Understanding with the City of Milwaukee Police Department to Provide Park Patrol and Cellular 9-1-1 Response Services (from 10/16/12 Common Council meeting).

 - C. Milwaukee County change of administrative authority for the Milwaukee County Correctional Facility-South (from 11/13/12 Common Council meeting).

- III. Adjournment

[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.]

*Notice is given that a majority of the Civic Celebrations Commission may attend this meeting to gather information about an agenda item over which the Civic Celebrations Commission has decision-making responsibility. This may constitute a meeting of the Civic Celebrations Commission per State ex rel. Badke v. Greendale Village Board, even though the Civic Celebrations Commission will not take formal action at this meeting.

FRANKLIN CIVIC CELEBRATION REQUEST FOR AUTHORITY 2013

**I, John Bergner, Franklin Civic Celebration
Chairman, request authority to enter into
contracts and agreements for the 2013 Franklin
Civic Celebration. Upon your approval, I request
authority to spend the following amounts:**

| | 2013 | 2012 |
|------------------------------------|-----------------|-----------------|
| 1. ENTERTAINMENT | \$20,000 | \$22,375 |
| 2. FIREWORKS | \$14,000 | \$13,000 |
| 3. RENTALS(No Family tent) | \$14,000 | \$17,887 |
| 4. PARADE(Bleachers, Flags) | \$7,800 | \$7,800 |
| 5 ICE CREAM | \$1,700 | \$1,527 |
| 6. PRINTING | \$1300 | \$1200 |
| 7. POSTAGE | \$250 | \$277 |
| 8. MISC. | \$5,000 | |

TOTAL REQUEST 2013 **\$64,050**

TOTAL REQUEST 2012 **\$69,250**

**The Festival will be a two day event and held on
Wednesday, July 3 and Thursday, July 4, 2013**

CITY OF FRANKLIN
COMMON COUNCIL MEETING
OCTOBER 16, 2012
MINUTES

ROLL CALL

A. The regular meeting of the Common Council was held on October 16, 2012 and called to order at 6:30 p.m. by Mayor Tom Taylor in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Aldermen Steve Olson, Tim Solomon, Kristen Wilhelm, Steve Taylor, Doug Schmidt, and Ken Skowronski. Also present were City Engineer John M. Bennett, Director of Administration Mark Luberda, City Attorney Jesse Wesolowski and City Clerk Wesolowski.

CITIZEN COMMENT

B.1. Citizen comment period was opened at 6:32 p.m. and closed at 7:00 p.m.

ELECTION
PROGRAMMING COSTS

B.2.a. Mayor Taylor read the resolution passed at the meeting of the Intergovernmental Cooperation Council (ICC) expressing its position on the Milwaukee County Election Commission's shift of election programming costs upon the municipalities.

PARK PATROL AND
CELLULAR 9-1-1
RESPONSE SERVICES

B.2.b. Mayor Taylor read the memo from Craig Kammholz, Milwaukee County Fiscal and Budget Administrator, to Supervisor Marina Dimitrijevic, Chairwoman, Milwaukee County Board of Supervisors, regarding the Memorandum of Understanding with the City of Milwaukee Police Department to provide Park Patrol and Cellular 9-1-1 Response Services for three years, with an optional two-year extension. Alderman Solomon moved to place this letter on the next Committee of the Whole meeting. Seconded by Alderman Olson. All voted Aye; motion carried.

Alderman Taylor vacated his seat at 7:10 p.m.

WisDOT
IMPROVMENTS
MILW CO 2013

B.2.c. Mayor Taylor noted the Wisconsin Department of Transportation Improvement Program for Milwaukee County 2013.

PROCLAMATION

B.2.d. Mayor Taylor presented a Proclamation declaring the month of November "Pancreatic Cancer Awareness Month" in the City of Franklin.

WATER AND SEWER
PROJECTS

B.2.e. Mayor Taylor read a letter from the Wisconsin Underground Contractors Association regarding the timing for water and sewer projects.

APPROVAL OF
MINUTES 10/01/12

C.1. Alderman Skowronski moved to approve to the minutes of the Committee of the Whole meeting of October 1, 2012. Seconded by Alderman Schmidt. All voted Aye; motion carried.

APPROVAL OF
MINUTES 10/02/12

C.2. Alderman Schmidt moved to approve the minutes of the regular meeting of October 2, 2012. Seconded by Alderman Solomon. All voted Aye; motion carried.

3

B.2.b.

**-COUNTY OF MILWAUKEE-
INTEROFFICE COMMUNICATION**

DATE : October 2, 2012

TO : Supervisor Marina Dimitrijevic, Chairwoman, Board of Supervisors

FROM : Craig Kammholz, Fiscal and Budget Administrator, Department of Administrative Services

SUBJECT : Memorandum of Understanding with the City of Milwaukee Police Department to Provide Park Patrol and Cellular 9-1-1 Response Services

REQUEST

Approval is requested to enter in to a Memorandum of Understanding (MOU) with the Milwaukee Police Department (MPD), whereby the MPD will provide proactive security services in County Parks within the City, and direct response to cellular 9-1-1 calls placed within the City limits. The term of the MOU is for three years (2013-2015), with an optional two-year extension (2016-17).

BACKGROUND/ANALYSIS

The 2013 Recommended Budget includes provisions for this MOU. The total cost in 2013 of the MOU, as negotiated by the County, the City of Milwaukee and the MPD, is \$1,663,062. Included in this funding level is \$1,200,000 for patrol of County parks within the City limits, and \$463,062 for servicing of cellular 9-1-1 calls placed within the City of Milwaukee.

Additional significant provisions include:

- MPD will provide detailed annual reports on its activities to the County.
- MPD will make a good-faith effort to hire any employees of the Office of the Sheriff who are laid off as a result of this agreement.
- There are escalators of 2 percent in 2014 and 2015. The impact of these escalators is approximately \$35,760 in 2014 and an additional \$36,475 in 2015.
- The purchase of cellular 9-1-1 services recognizes that the volume of calls shifted to MPD were far higher than originally anticipated when the MPD and Office of the Sheriff entered into a verbal agreement for the transfer. The higher call volume has resulted in cellular 9-1-1 call duties being split between MPD and the Office of the Sheriff at the present time.
- The optional two-year term was negotiated after completion of the 2013 Recommended Budget narrative for the Office of the Sheriff (Agency 4000). At the time the narrative was developed, two one-year mutual extensions were envisioned, as noted on page 192 (4000-7). A technical amendment to reflect the single two-year optional term will be provided during the 2013 budget adoption process.

FISCAL NOTE

Funding for this item is included in the 2013 Recommended Budget. The tax levy requirement to provide these services in 2013 at the 2012 Adopted Budget service level, would have been approximately \$7.8 million. By changing service providers, the total tax levy for these services \$6.1 million, a savings of \$1.7 million.

| Program | 2012 Adopted Tax Levy | 2013 Requested Tax Levy (Cost to Continue) | 2013 Budget Tax Levy - Shared Service MOU* | Variance - 2013 Shared Service vs. 2012 Adopted | Variance - 2013 Shared Service vs. 2013 Request |
|--------------------------|-----------------------|--|--|---|---|
| Park Patrol/TEU | \$3,297,247 | \$3,591,691 | \$1,981,980 | (\$1,315,267) | (\$1,609,711) |
| Emergency Communications | \$4,007,031 | \$4,212,294 | \$4,105,605 | \$98,574 | (\$106,689) |
| TOTAL | \$7,304,278 | \$7,803,985 | \$6,087,585 | (\$1,216,693) | (\$1,716,400) |

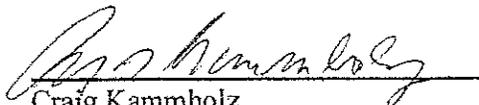
* = Includes approximately \$190,000 in cost reduction related to fringe benefit changes

The 2013 tax levy in the Park Patrol/TEU program area includes \$1,200,000 for this MOU for park patrol services, \$125,000 for the grant to the suburban municipalities to be administered by the Intergovernmental Cooperation Council, and \$656,980 in remaining crosscharges and legacy fringe benefits (which will be reallocated within the Office of the Sheriff). The tax levy in the Emergency Communications program area includes the \$463,062 cost for this MOU for cellular 9-1-1 services, and remaining operations.

RECOMMENDATION

It is recommended that approval be granted to enter into the attached Memorandum of Understanding for the initial three-year period, commencing January 1, 2013.

Prepared By:
Joshua Fudge


Craig Kammholz
Fiscal and Budget Administrator

cc: Chris Abele, County Executive
Tom Barrett, Mayor, City of Milwaukee
Willie L. Hines Jr., Milwaukee Common Council President
David A. Clarke, Milwaukee County Sheriff
Edward Flynn, Chief, Milwaukee Police Department
Amber Moreen, Chief of Staff, County Executive's Office
Pat Farley, Director, Department of Administrative Services
Mark Nicolini, Budget Director, City of Milwaukee Department of Administration
Steve Cady, County Board Fiscal and Budget Analyst

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: October 2, 2012

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Enter into three-year memorandum of understanding with the City of Milwaukee to provide Park security and cellular 9-1-1 response services.

FISCAL EFFECT:

- | | |
|--|--|
| <input type="checkbox"/> No Direct County Fiscal Impact | <input type="checkbox"/> Increase Capital Expenditures |
| <input type="checkbox"/> Existing Staff Time Required | <input type="checkbox"/> Decrease Capital Expenditures |
| <input type="checkbox"/> Increase Operating Expenditures (If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues |
| <input type="checkbox"/> Absorbed Within Agency's Budget | <input type="checkbox"/> Decrease Capital Revenues |
| <input type="checkbox"/> Not Absorbed Within Agency's Budget | |
| <input checked="" type="checkbox"/> Decrease Operating Expenditures | <input type="checkbox"/> Use of contingent funds |
| <input type="checkbox"/> Increase Operating Revenues | |
| <input type="checkbox"/> Decrease Operating Revenues | |

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

| | Expenditure or Revenue Category | Current Year | Subsequent Year |
|-----------------------------------|--|---------------------|------------------------|
| Operating Budget | Expenditure | \$0 | (\$1,933,400) |
| | Revenue | \$0 | (\$92,000) |
| | Net Cost | \$0 | (\$1,841,400) |
| Capital Improvement Budget | Expenditure | | |
| | Revenue | | |
| | Net Cost | | |

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated. If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

A. The Department of Administrative Services – Fiscal Division is requesting approval to enter into a three year memorandum of understanding (MOU) with the City of Milwaukee to provide proactive law enforcement services in County parks within City limits, and to service cellular 9-1-1 calls placed within the City limits.

B. There is no impact in 2012, as the agreement would take effect on January 1, 2013. The impact in 2013, as shown in the 2013 Recommended Budget Narrative for the Office of the Sheriff (Agency 4000), is a countywide reduction in expenditures of \$1,933,400, a reduction in revenues of \$92,000, and a net tax levy decrease of \$1,841,400. These figures are variances from the Sheriff's 2013 Requested Budget for these service areas.

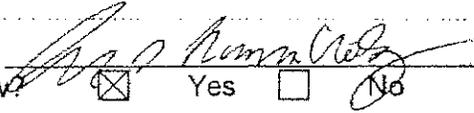
These figures do not include a grant in the amount of \$125,000 that would be provided to the suburban municipalities, as that specific provision is not included in the MOU. Including that grant payment, the total countywide expenditure reduction is \$1,808,400 and the countywide levy impact is a reduction of \$1,716,400.

C. These estimates reflect the cost of the MOU agreement with the City of Milwaukee in the amount of \$1,663,062, which is budgeted in non-departmental agency 1975. This total includes \$1,200,000 for law enforcement services in County parks within the City, and \$463,062 for servicing of cellular 9-1-1 calls.

These costs are offset by cost reductions from the 2013 Request in the Office of the Sheriff of \$3,026,711 and a revenue reduction of \$92,000 in the Park Patrol/TEU Low Org Unit (4019) realized by eliminating all revenues, active personal services (including 28.0 FTE positions), services, commodities, and charges for fleet maintenance. In the Emergency Communications program area (Low Org Unit 4029), costs are reduced from the 2013 Request by \$463,062, through a reduction of 6.0 FTE positions, and overtime costs.

Department/Prepared By Josh Fudge, Fiscal and Strategic Planning Coordinator, DAS-Fiscal

Authorized Signature



Did DAS-Fiscal Staff Review?

Yes

No

1 From the Committee on, Reporting on:

2

3

File No.

4

5 (ITEM NO.) A resolution to approve entry into a Memorandum of Understanding with the
6 City of Milwaukee to purchase proactive law enforcement services in Milwaukee County
7 Parks within City limits, and purchase of service of cellular 9-1-1 calls placed within City
8 limits:

9

10

A RESOLUTION

11

12 WHEREAS, the 2012 Adopted Budget provides \$7,304,278 in property tax levy
13 funding to the Office of the Sheriff to provide law enforcement services in the parks, fund
14 the Tactical Enforcement Unit, dispatch law enforcement officers, and service emergency
15 9-1-1 phone calls; and

16

17 WHEREAS, the cost to continue for these services in the Office of the Sheriff's
18 2013 Budget request totaled \$7,803,985, an increase over 2012 of \$499,707 or 6.8
19 percent; and

20

21 WHEREAS, labor distribution data and surveys with municipalities indicate the
22 Officer of the Sheriff is not providing law enforcement services within County Parks at a
23 level anticipated by the 2012 Adopted Budget; and

24

25 WHEREAS, this agreement would implement the purchase by the County of
26 servicing of cellular 9-1-1 phone calls originated within the City of Milwaukee from the
27 City of Milwaukee Police Department; and

28

29 WHEREAS, negotiations with the City of Milwaukee over the cellular 9-1-1 initiative
30 led to discussions about other services that the Milwaukee Police Department could
31 provide at reduced cost and with improved service; and

32

33 WHEREAS, The City of Milwaukee has agreed to provide guaranteed, proactive law
34 enforcement services in the County Parks within City Limits; and

35

36 WHEREAS, The City of Milwaukee has agreed to provide annual reports of its
37 activities in both service areas, and to provide priority consideration to hire any County
38 employee laid off as a result of this agreement; and

39

40 WHEREAS, the 2013 Budget for the Office of the Sheriff provides resources for
41 remaining services, including tactical enforcement, servicing of 9-1-1 phone calls placed in
42 suburban municipalities, and dispatch of Sheriff's resources; and

43

44 WHEREAS, the proposed agreement is for a total of \$1,663,062 in 2013, including
45 \$1,200,000 for the patrol of County parks within City limits and \$463,062 for the servicing
46 of cellular 9-1-1 phone calls; and
47

48 WHEREAS, a two percent escalator is included in the agreement, which would
49 result in total expenditures of \$1,696,323 in 2014, and \$1,730,250 in 2015; and
50

51 WHEREAS, the proposed agreement includes one mutual two-year optional
52 extension, for which County Board approval would be required to implement; and
53

54 WHEREAS, the Office of the Sheriff would be invited to bid on either of these
55 services if it wishes to provide them after the expiration of either the initial or optional
56 terms so that the County can provide the best possible service at the best possible price to
57 taxpayers; now, therefore
58

59 BE IT RESOLVED, that Milwaukee County enters into the attached three-year
60 Memorandum of Understanding with the City of Milwaukee to purchase proactive law
61 enforcement services in County Parks within the City Limits, and to purchase servicing of
62 cellular 9-1-1 calls placed within the City of Milwaukee, effective January 1, 2013 to
63 December 31, 2015; with an optional two-year extension through December 31, 2017.
64



OFFICE OF CORPORATION COUNSEL

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Corporation Counsel

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DEWEY B. MARTIN
JAMES M. CARROLL
PAUL D. KUGLITSCH
Principal Assistant
Corporation Counsel

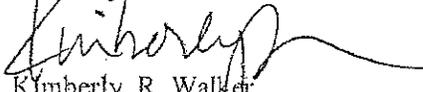
September 26, 2012

Vince Moschella, Esq.
Office of the City Attorney
200 E. Wells Street
800 City Hall
Milwaukee, WI 53202-3653

Dear Mr. Moschella:

Enclosed please find the final version of the Intergovernmental Agreement for Police Services between the City of Milwaukee and Milwaukee County. Please let me know if you have any questions or concerns. Thank you.

Sincerely,


Kimberly R. Walker
Corporation Counsel

Encl.

**Intergovernmental Agreement for Police Services between the
City of Milwaukee and Milwaukee County**

1. Agreement. This is an intergovernmental agreement for police services made pursuant to Wis. Stat. Section 66.0301 between the City of Milwaukee and Milwaukee County.
2. City Approval. The Common Council of the City of Milwaukee has approved this agreement via Common Council File No. _____, adopted _____, 2012, and authorized the Police Chief to execute the agreement on the City's behalf.
3. County Approval. The County Board of Milwaukee County has approved this agreement via File No. _____, adopted _____, 2012, and authorized the County Executive to execute the agreement on the County's behalf.
4. Jurisdiction. This agreement does not alter the respective jurisdictions of the Milwaukee Police Department or the Milwaukee County Sheriff.
5. Control. This agreement does not alter the statutory authority for the Chief of Police or the County Sheriff to control their respective departments.
6. Police Services in Certain County Parks. In return for the consideration enumerated in this agreement, the Milwaukee Police Department shall provide for non-exclusive police services in the Milwaukee County Parks located within the City of Milwaukee during the term of this agreement. Police service levels provided by the City of Milwaukee shall be as determined by the Chief of Police and shall take into consideration the following: (a) the prior experience of the County in staffing law enforcement services in the Parks; (b) projected attendance for large, well-publicized events such as the Air Show, July 4th Fireworks, Harley Davidson 110th Anniversary, etc.; (c) the need to control traffic flow in and around the Parks, especially on the Lake Michigan Lakefront; and (d) the need to provide a safe environment in all Parks and to deter and apprehend those engaged in criminal or unsafe activity in the Parks.
7. Large Events. The Director of the Milwaukee County Department of Parks, Recreation and Culture will inform the Chief of Police of any large events scheduled to be held in the Milwaukee County Park System located within the City of Milwaukee no less than twenty-eight (28) days in advance of the event. The Milwaukee Police Department and the Director of the Department of Parks, Recreation and Culture will consult with each other on the appropriate level of police services for large events. The Chief of Police has the sole discretion to determine the level of police services provided by the City of Milwaukee for events in the Park System located within the City, whether scheduled or unscheduled. The County expressly reserves the right to engage the security of alternative entities or agencies to the extent required by the promoter of a specified event, or as required by the Director of the Department of Parks, Recreation and Culture, or by reason of the terms of an applicable contract or law. If the County exercises this reserved right, it shall notify

- the Chief of Police of that fact no less than twenty-eight (28) days before the scheduled event.
8. Cellular 911 Service. The City of Milwaukee Police Department will receive 911 emergency calls made on cellular telephones within the borders of the City of Milwaukee and shall, in its sole discretion, determine and provide the number of employees appropriate to adequately staff the number of calls it receives from within its borders.
 9. Term.
 - a. The Initial Term of this agreement shall commence on January 1, 2013, and shall terminate on January 1, 2016 (the "Initial Term"). The parties shall have a mutual option (the "Option") to extend this agreement for one additional two-year term commencing on January 1, 2016 and terminating on January 1, 2018 (the "Option Term"). In the event the Parties wish to exercise the Option Term, each party must notify the other in writing on or before May 1, 2015 of its desire to extend the agreement for the Option Term. Any failure by a party to provide written notice of its intention to extend the agreement for the Option Term shall be construed as such party's notice of its desire to terminate the agreement at the conclusion of the Initial Term. If the Option Term is not exercised, the parties shall have no further obligation to one another, except as may be expressly provided for herein.
 - b. In the event that either the Common Council of the City of Milwaukee or the Milwaukee County Board of Supervisors should refuse to provide the appropriations for this agreement in the budget for the subsequent calendar year, this agreement shall terminate effective January 1 of that year.
 10. Compensation. For the first year of the Initial Term, the City shall be compensated by the County for providing police services in accordance with this agreement through a lump sum payment as follows: (a) for police services at the Lakefront (the County Parks east of downtown Milwaukee on Lake Michigan extending roughly from Michigan Avenue on the south to Kenwood Boulevard on the North and including Lincoln Memorial Drive, O'Donnell Park, Juneau Park, and McKinley Marina): \$950,000 per calendar year; (b) for police services in the remaining parks within the City, not including those on the Lakefront: \$250,000 per calendar year; and (c) for staffing necessary to provide service related to 911 emergency calls made on cellular telephones within the City's borders: \$463,000 per calendar year. For the second year of the Initial Term, the compensation amounts above shall be increased by 2%. For the third year of the Initial Term, the compensation amounts for the second year shall be increased by 2%. The County shall pay the City for the current calendar year's service no later than March 31 of that year. For the Option Term, if either party wishes to renegotiate the compensation amounts included herein, it will include such request in its renewal communication to the other party. If the parties cannot reach an agreement on a revised fee structure by August 1, 2015, the agreement shall be terminated at the conclusion of the Initial Term.

11. **Contacts.** The Chief of Police and County Executive will each designate one person who will serve as their primary contact for all purposes under this agreement.
12. **Equipment.** The Police Department will provide all law enforcement equipment and supplies, including but not limited to all mobile, portable and control-base-radio equipment necessary for operations in the Parks and in emergency communications, as well as necessary office supplies, including but not limited to desktop computers, copiers, and printers
13. **City Hiring.** If during the term of this agreement the City of Milwaukee hires new police officers or police telecommunicators whom the City, in its sole judgment, determines are necessary to meet its obligations under this agreement, then the City shall, consistent with law, give consideration in such hiring to any qualified law enforcement officer or telecommunicator currently employed by the Milwaukee County Sheriff's office who is laid off as a result of this agreement and who timely applies for such position with the Milwaukee Police Department. If hired, any such person shall be subject to the City's residency requirement and all other applicable requirements.
14. **Reporting.** The City will provide to the County an annual report for each calendar year by March 1 of the following year. The report shall include: (a) for the Park Patrol, service hours provided, arrests made by criminal classification, and costs borne by the City; and (b) the number of 911 emergency calls made on cellular telephones within the City's borders and costs borne by the City to service these calls. The County shall have the right to request and review all documentation, as permitted by law, utilized by the City in preparing the annual report provided by the City pursuant to this agreement. The City shall provide such documentation within two weeks of the County's request, which shall be in writing and as specific as is practicable.
15. **Liability.** The parties are acting herein as independent employers and independent contractors. Nothing herein contained shall create or be construed as creating a partnership, joint venture or agency relationship between the parties and neither party shall have the authority to bind the other party in any respect. The City shall be solely liable for all acts undertaken by its employees, agents, and officers. If the County is sued as a result of acts or omissions by the City's agents, employees or officers, the City shall fully defend, indemnify, and hold harmless the County for all costs related thereto, including the payment of reasonable attorney's fees. The City will specifically indemnify and hold the County harmless regarding any suits resulting from inadequate staffing levels determined at the Chief's sole discretion pursuant to Paragraphs 6-8. Nothing in this agreement shall be construed to relieve the County of liability for the actions of its Board, officers, employees or agents.
16. **Discipline.** In the event an employee of the Milwaukee Police Department is the subject of a complaint or other dispute which may call into question the judgment or quality of services provided by such individual under this agreement, the Chief of Police will determine, what, if any, disciplinary action is appropriate in accordance with all applicable laws, contracts, rules, and regulations.

17. Assignment. Neither this agreement nor any part hereof shall be assigned or otherwise transferred by either party without the prior written consent of the other party, and any attempted assignment without such written consent shall be null and void.
18. Severability. In case any provision of this agreement shall be found invalid, illegal or unenforceable, such provision shall be severed from this agreement. The validity, legality and enforceability of the remaining provisions of the agreement shall not in any way be affected or impaired thereby.
19. Applicable Law. This agreement shall be subject to and in accordance with the laws of the State of Wisconsin.
20. Sole Agreement. This agreement is the final, complete and exclusive statement and expression of the agreement among the parties hereto with relation to the subject matter of this agreement, it being understood that there are no oral representations, understandings or agreements covering the same subject matter as this agreement. This agreement supersedes, and cannot be varied, contradicted or supplemented by evidence of any prior or contemporaneous discussions, correspondence, or oral or written agreement of any kind. This agreement may only be amended, modified, or supplemented by a written agreement approved and signed by each of the parties.

MILWAUKEE COUNTY:

Chris Abele
Milwaukee County Executive

For Execution
Kimberly R. Walker
Milwaukee County Corporation Counsel

Approved as to Insurance Requirements
Cindy Van Pelt
Executive Director of Risk Management

CITY OF MILWAUKEE

Police Chief Edward Flynn

1127-2012-2102: 184322

Richard Oliva

From: Cindy Manke
Sent: Thursday, September 27, 2012 3:03 PM
To: Richard Oliva
Cc: Gaylord Hahn; Joseph Spak
Subject: Milw. Co. Stats

Beginning 01/01/11-YTD:

Whitnall Park (inclusive of Golf Course/Club House): 37

Wehr Nature Center: 18

Oakwood Golf Course: 3

Sports Complex (includes parking complaints): 36

Grobschmidt: 10

Franklin Park: 2

Froemming: 15

Oak Leaf Trail: 14

Total: 135

Cindy Manke

Communication Supervisor
Franklin Police Department
cmanke@franklinwi.gov
Phone - 414-858-2670
Fax - 414-425-0391

“The best way to find yourself is to lose yourself in the service of others.”
- *Mahatma Gandhi*